The Solicitors' Journal.

LONDON, NOVEMBER 15, 1862.

THE ROYAL COMMISSION for inquiring into the patent laws, which was granted last session upon the motion of Sir Hugh Cairns, is about to commence work. The Commissioners are Lord Stanley, Lord Overstone, Lord Chief Justice Erle, Vice-Chancellor Wood, the Attorney-General, Sir H. Cairns, Q.C., H. Waddington, W. M. Hindmarsh, Q.C., W. R. Grove, Q.C., W. Fairbairn, and W. E. Forster, M.P. These names are a sufficient guarantee that the investigation proposed to them will be efficiently conducted; and our readers will no doubt see with satisfaction that Mr. Edward Lloyd, the author of a very useful series of papers on the Law of Trade Marks, and of another on the Law of Copyright as affected by the recent statute—both of which appeared in our columns—has been appointed secretary to the commission. The present patent system has now been at work for ten years, and though admitted to be a great improvement on that which preceeded it, yet is undoubtedly open to serious objections. While the one extreme of so facilitating the taking out a patent as to encourage the production of a number of trivial and useless inventions is always to be avoided, we have, on the other hand, no hesitation in saying that under the present system the public in general, through the patentees, is taxed to an extent, as well as for purposes, wholly unjustifiable. This will no doubt form one of the main topics of the present investigation. Another and very important head of inquiry will, we should imagine, be brought forward by that large and influential party amongst the engineering and manufacturing class, whose object is the abolition of the patent law. Sir William Armstrong is well known to be one of the champions of this school, but we doubt much whether all the evidence which he and his friends can produce in support of their views will be sufficient to counteract opinions founded on a practice of more than two hundred years, and sanctioned by the laws of all other civilized nations (with the sole exception of the Swiss Confederacy), with whom we are acquainted. We cannot but hope that before this commission closes its career, it may be entrusted with the investigation of the other branches of the law which regulates property in ideas. We are not prepared to say how far, if at all, the law of copyright in books requires amendment, but there is no doubt that the recent Copyright (Works of Art) Act requires entire remodelling. Again the Merchandise Marks Act, 1862, and the investigations of Mr. Roebuck's committee in the preceding session, can hardly be considered to have disposed of that branch of the law. We should much regret if the present opportunity were not taken to investigate exhaustively these several subjects.

TRIAL BY JURY has at length been seriously introduced into chancery procedure. Under the Act of last session the equity judges can hardly avoid frequently invoking the aid of this venerable British institution. By that Act they are precluded from directing issues to courts of law for the determination of purely legal questions, and are required themselves to decide every such question—with the assistance of a common law judge, where it is considered desirable. A similar Act has been passed for Ireland; and there is no doubt that the measure in both countries must be entirely beneficial. In Ireland it will, however, have a better chance, in one respect than here. There will be in the Four Courts no physical impediments in the way of its full operation. But at Lincoln's-inn Trial by Jury, after having had to battle with various objections of a more or less metaphysical character, now finds itself in a fair way of being suffocated for want of air. The Vice-Chancellors' courts were originally intended as mere temporary erections, and they are wholly unfit for even their present ordinary duty. Vice-Chancellor Wood's court, in which last week a jury case lasted two orthree days, is thus described on the occasion by the reporter of the *Times*:—

A temporary jury-box has been erected, which occupies just half one side of the court, and entirely excludes the short-hand writers from their seats. But no provision whatever has been made, or, indeed, is possible under present arrangements, for the retiring of the jurymen, who, moreover, have literally to sit in darkness during the fog and gloom of a November day in Lincoln's-inn, from the impossibility of lighting the jury-box. There is neither witness-box nor waiting-room for the witnesses, who have to wait outside in the rain when ordered out of court, and, when called, give their evidence as best they can, from the midst of the densely packed crowd that has been attracted into chancery by the unwonted sound of Nisi Prius eloquence and cross-examination. Added to all this the ventilation of the small and crowded building is so bad and defective that there is no alternative between a close and suffocating heat and the gusts of foggy air fraught with rheumatism and catarrh. And yet it has been gravely stated in the House of Commons that the existing courts afford adequate accomodation, so as to render the proposed palace of justice unnecessary. If the Legislature has thrown upon the Court of Chancery the additional duty of trying issues before juries, those who are compelled to take part in the proceedings ought at least to have decent accomodation provided without being confined to a building more resembling the Black Hole of Calcutta than a court of justice.

INTERNATIONAL LAW is beginning to excite a greater share of public interest than ever has been devoted to it at any previous period of English history. Its most settled rules, as they are interpreted by English statesmen, have, of late, been impeached most strongly by some of our own politicians and jurists. Mr. Cobden's attack upon the law of blockades has given rise to a lively discussion upon the subject; and at a recent meeting of the Juridical Society a paper read by Mr. Westlake went to show that the law is of comparatively recent introduction into the international code, and also impeached the justice and policy of the entire system. Lord Stanley, who was in the chair, appeared to think that the tendency of the present law was, upon the whole, beneficial, inasmuch as the injury caused to the trade of neutrals gave them a direct interest in putting a stop to the war.

The question—said his Lordship—was, if they let two nations at war go on unrestricted in their commerce, whether neutral nations would have so direct an interest in bringing the war to a conclusion. They would say, "You may go on fighting as long as you like, for you do not injure us," and the result would be that the combatting powers would be weakening and exhausting one another, and losing their influence in the scale of nations. It is therefore certain that it is the interest of all nations which feel the effects of the war. There was another aspect to look at it in, which had not been noticed, probably because it was not thought of sufficient importance. It was, that the wars were now not carried on by the whole male population of a nation, but only by a class of the population, therefore there was not so much suffering as there used to be. There was a great pressure upon the people for the expenses of a war, but as the wars of the present time were carried on mostly by loans, the people did not feel it so much, as if there were not some pressure on them in another way there would be no desire on their parts to terminate hostilities. If no trading interests suffered by the continuance of the war, it might be a question whether that peace party which, sooner or later, springs up in a country, would spring up as soon, or have as much power as they have had when they did rise. There were three questions they would have to consider in advocating the proposed alteration—First, whether they were not equalising the powers of the combatants, and enabling them to continue the contest; secondly, whether they were not taking away the inducements to neutrality to induce a peace; and thirdly, would they not diminish the interest of the people of the belligerent countries in asking for a cessation of hostilities? It was one of those questions where the advantages and disadvantages were so nearly balanced as to prevent the rushing to a conclusion on a question which may affect this country seriously. There was one thing, also, to be borne in mind,

that whatever laws they might make, there was no power to enforce them. For instance, if France, England, and Russia were engaged in a death struggle, and each believed that their only chance of existence was to do that which they thought best for themselves, what power was there to prevent them? It was therefore for them to consider whether it would be well to make rules which, at the most important crisis, there was no power to compel their observance."

Mr. Willcock, Mr. J. G. Phillimore, Mr. M'Queen, and others, took part in the discussion, which stands adjourned until the next meeting of the society.

An English juryman is not often found to misconduct himself in the discharge of his important duties. Indeed, we believe that the case which recently occurred—of a juryman having written to the winning party for some present in consideration of the verdict—is all but unprecedented. At all events, the judges appeared to be in doubt whether they could or ought to punish the misbehaving juryman, and, as matter of fact, nobody has attempted to punish him. It has, moreover, been held that such *ex post facto* misconduct on the part of a juryman is not of itself sufficient ground for granting a new trial. Blackstone intimates that all those nations which adopted the feudal system had a tribunal composed of "twelve good men and true—*boni homines*."—And there is some kind or other of legal fiction in this country that such is always the proper description of an English jury. Challenges *propter delictum* have been allowable from time immemorial; and by the 6 Geo. 4, c. 50, s. 3, persons attainted of treason or felony, or convicted of any infamous crime, outlawed, or excommunicated, are disqualified from serving on juries. Eating and drinking at the expense of a party, relationship within the ninth degree, and the expression of ill-will or the contrary, have been considered to be sufficient grounds of challenge; and so, no doubt, in the recent case, if the application for money had been made before the jury was sworn, it would have been a good ground for a challenge; and if it were made directly or indirectly during the trial, the misbehaving juryman would unquestionably have been punished. But the misconduct having been altogether subsequent to the verdict—which, moreover, the judges considered to be a proper one—they refused to grant a new trial merely upon the ground of the juryman's subsequent misconduct.

Although only three months have elapsed since the session of 1862 was brought to a close, there have been within that period several important Parliamentary changes. In the House of Lords Dr. Sumner is succeeded by Dr. Longley in the Archbishopric of Canterbury, while Dr. Thomson will be entitled to take his seat as Archbishop of York. Early in September the Earl of Harrington died, and is succeeded in the peerage by his son, Lord Petersham, who, being only seventeen years of age, will not be able for some years to take his seat. The Earl of Ellesmere died on the 19th of September, and is succeeded by his son, Viscount Brackley, who is also a minor, having been born in 1847. Lord Sherborne died on the 19th of October, and is succeeded by his son, the Hon. James Henry Legge. By the death of Lord Dungannon an Irish peerage became vacant. Last month Lord Arundell of Wardour died, and is succeeded by the Hon. John Francis Arundell. A British peerage has recently become extinct by the death of the Marquis of Breadalbane. In the House of Commons several changes have taken place. On the day of the prorogation Mr. Denis William Pack Beresford was elected for the county of Carlow, in the room of Mr. William M'Clintoch Bunbury, who resigned. On the 20th of August Mr. J. L. Ricardo, member for Stoke-upon-Trent, died, and is succeeded in the representation of that borough by Mr. Grenfell. In the beginning of September Mr. Andrew Steuart, member for the borough of Cambridge, intimated his intention of resigning, but no new writ can be issued until the meeting of Parliament. Within the last few days two seats have become vacant—one for Southampton, by the death of Mr. B. M. Willcox, and one for Totness, by the death of Mr. T. Mills. For both these boroughs the Speaker of the House of Commons will be empowered to issue writs in the course of a few days.

A divorce case now pending raises the curious question whether a marriage with a divorced person within the three calendar months allowed for an appeal to the full court, is *ipso facto* void. The Act provides that when the time for appealing has expired, and no appeal shall have been presented (unless it has been dismissed), but not sooner, it shall be lawful for the respective parties to marry again as if the prior marriage had been dissolved by death.

Joseph Sharpe, Esq., LL.D., the newly appointed Reader on Roman Law and Jurisprudence, delivered his first lecture in the Hall of the Middle Temple on Tuesday last. After some very admirable introductory remarks on the utility of the study of the Roman law to the English lawyer, Mr. Sharpe proceeded to discuss the various theories that have been propounded on the origin of law. He then gave a sketch of the development of Roman law during the different periods of its progress. He stated that he would chiefly direct the attention of his pupils to those branches of Roman law which are of importance with reference to our own legal system. The lecture was obviously the fruit of much thought and inquiry; and we have no doubt that the plan of treating his subject which he proposes to adopt will be of great advantage to his students. Mr. Sharpe's extensive knowledge of the Roman law, combined with his practical acquaintance with English law, will fully insure that his lectures will be of a most useful description.

The Nomination of Sheriffs for the ensuing year took place on Wednesday in the Exchequer Chamber before a Committee of the Lords of her Majesty's Most hon. Privy Council. Three gentlemen were nominated for each of the counties of England, except Middlesex, Lancashire, and Cornwall, and nomination was also made for the counties of the principality of Wales. The Right Hon. William E. Gladstone appeared in his robe of office as Chancellor of the Exchequer. The other lords present were the Lord President, the Lord Chancellor, Secretary Sir George Grey, The Right Hon. E. Cardwell (Chancellor of the Duchy of Lancaster), the Lord Chief Justice of England, and the Lord Chief Justice of the Court of Common Pleas. Mr. Helps, the clerk of the Privy Council, attended. The judges of the Courts of Queen's Bench, Common Pleas, and Exchequer assisted at the nomination.

Mr. Edwin James, it appears, has applied to be admitted as a citizen of the Federal States. The following is an extract from a speech which he recently delivered at New York:—

I have taken out my papers. I am not a member of any party yet. I desire as an inchoate citizen to explain my opinion. I doubt almost at this time whether I tread the free soil of America—whether I breathe the free air of the American continent—when I see the trial by jury denied, the suspension of the writ of *habeas corpus*, when I see persons immured, and it is declared that the employment of impartial counsel will aggravate their offence—when I see these things going on I must doubt I am breathing the free air of America. It was hardly possible to believe that a man could be here arrested by telegraph and without authority—it was things like these that destroyed every notion which a European had of liberty in the United States. I was amused when, the other day, a gentleman came to me—he was a client, and as I do not get many of them at present, I remember him very well—and I said, "What has been the matter with you?" He said, "I have been in Fort M'Henry for two months." "What did you go there for?" "I don't know, I was arrested by telegraph" (laughter). "How did you get out?" "I don't know—I got out by telegraph" (laughter). "Where are you going now?" "I don't know—I suppose they will give me a little change, and I will go to Fort Lafayette" (laughter).

On Tuesday the new Lord Mayor attended the justice-room for the first time in that capacity. On taking his seat on the bench he referred to the dignity which his predecessor had given to the office of chief magistrate during the two years of his mayoralty, and which, he said, he was desirous to maintain as far as in him lay. With that view he bespoke the aid of Mr. Goodman, the chief clerk, and Mr. Oke, the assistant clerk, which their legal knowledge and long experience in the administration of justice enabled them to give.

The judges of the law courts of Paris resumed their sittings last week after the long vacation. Previous to the commencement of business they assisted at the mass of the Holy Ghost, celebrated by the Archbishop of Paris in the Sainte Chapelle of the Palais de Justice. At the conclusion of the religious ceremony, the judges of the Court of Cassation held their usual solemn audience, at which M. Troplong presided. M. Savary, the Attorney-General, delivered an eloquent address, in which he treated of the influence exercised by the judicial authorities on society.

The Law Amendment Society will hold its next general meeting on Monday the 17th inst., at eight o'clock, at the Society's rooms, Waterloo-place, Pall-mall. The Secretary will read the annual address from the council, in which the legislation of last session will be shortly reviewed, and special reference will be made to the subjects to which the labours of the society will be directed during the ensuing session. Lord Brougham, Lord Stanley, and others are expected to address the meeting.

At a Pension of the Hon. Society of Gray's-inn, holden on the 12th inst., Mr. Thomas Southgate, Q.C., took his seat as a bencher of the Society.

Mr. George Ogle, of Great Winchester-street, City, is a candidate for the office of City solicitor, as also is Mr. A. W. Smith, of the firm of Messrs Weire & Smith, Cooper's Hall, Basinghall-street.

An Order has been received from the War Office that commanding officers of volunteers are not to allow the subscriptions of volunteers to stand over beyond six months from the time when first applied for, but are to take prompt legal steps for the recovery of the same.

Mr. Thomas Lediard, solicitor, registrar of the county court at Henley-upon-Thames, committed suicide at his residence in that town on the 7th inst. Pecuniary difficulties are stated to have been the cause of the lamentable act.

PHOTOGRAPHIC PIRACY.

It will be seen from the report of Mr. Corrie's judgment in the case of *Gambart* v. *Powell*, which we give *in extenso* in another part of this number, that the hopes we had entertained of finding an easy and efficient remedy under the new Copyright (Works of Art) Act against piracies of pictures and engravings, are doomed to disappointment. Mr. Corrie's judgment may be reduced to the following propositions—that the new Act (coupled with 23 Vict. c. 43) gave him jurisdiction only in cases where it was sought to recover a pecuniary penalty incurred under any one of the Acts for the protection of copyright engravings:—that under 8 Geo. 2, c. 13, which enacted certain penalties against the seller of a pirated copy, Mr. Gambart's engraving had no copyright privilege, not being made from his own design and invention;—and that under 7 Geo. 3, c. 38, though Mr. Gambart's engraving was protected, yet no penalty was enacted against the seller of a pirated copy. Mr. Corrie may perhaps have been right in considering that although this was a *casus omissus* on the part of successive legislatures, yet that it was no business of his to supply such an omission. Indeed, from a logical construction of all the Acts, it would seem that it was intended that the seller of a pirated copy should not be liable to penalties, either pecuniary or by forfeiture, at the suit of an informer. Even so, however, there is a great confusion among the several Acts, for why should the sale of copies of an engraving taken from an original design be made penal (8 Geo. 2), while a fraud of no less magnitude gets off scot-free because the engraving is taken from a picture not originally designed by the engraver (7 Geo. 3)? To cure such an anomaly as this we should have thought the magistrate would be willing to adopt almost any construction which could be suggested. Now it has occurred to us that the words in 7 Geo. 3—"engrave, print, and publish, or import for sale"—are by their form intended to be an epitome of the words used in the first Act, "publish, sell, or expose to sale, or otherwise or in any other manner dispose of, or cause," &c—a very loose mode of epitomising, no doubt, but without which the selection of the offences on which penalties are incurrable seems too capricious to be intentional. Indeed, it is not a strained description of Mr. Powell's offence to call the exposure for sale of a photograph its publication. We cannot attribute much force to the argument for the defence—that the copying must be by engraving—when we refer to 15 & 16 Vict. c. 12, s. 14, which declares that the provisions of all former Engraving's Acts shall in future apply to prints taken by lithography or any other mechanical process by which copies are capable of being multiplied indefinitely. As to another point which was urged—that the sale must be accompanied with a guilty knowledge—the omission in the second Act, which professes to be an amendment of the first, of the words implying that necessity, seems to be a sufficient answer; and on this view rests the decisions in *West* v. *Francis*, 7 B. & Ald. 737, and *Gambart* v. *Sumner*, 5 H. & N. 5. We cannot regret that this decision should have pointed out another of the errors in the recent Act, and have added one more to the existing inducements for amending it; but we may remind our readers that a remedy as effectual, and perhaps but little more onerous to the offender, would have been found in the jurisdiction of the county court. There was a case exactly in point with the one we have discussed, which was argued in the Westminster County Court (August 12, 1862) by Mr. Edward Lloyd (instructed by Mr. Rogers) for Mr. Graves, the well-known printseller, the plaintiff, and Mr. Austin, the solicitor, for the defendant, Mr. Powell, who was also defendant in Mr. Gambart's case. The facts, viz.—the proof of copyright in the engravings and the purchase of the pirated photographs, were identical with the latter case. The main argument for the defence was that the original right to engrave could only be founded on a contract in writing between the the owner of a picture and the engraver; but it was held by the learned judge that this was an entire misconception of the Engraving's Acts, and that the right arose at once in favour of the person who engraved, or caused to be engraved, a copy of any print, statue, object in nature, or other of the matters which are described in the Acts 7 Geo. 3, c. 38, and 17 Geo. 3, c. 58, and accordingly a verdict was given for the plaintiff for the full amount of damages claimed (£2 2s. in each of three cases), with costs.

TRUSTS FOR TOMBS—CHARITIES OR PERPETUITIES?

By G. O. Edwards, Esq., of the Inner Temple, Barrister-at-Law.

(*Concluded from page* 6.)

In *Jones* v. *Mitchell*, 1 Sim. & Stu. 290, a bequest of £60 was to be invested and the interest applied for ever in maintaining and keeping in repair the family vaults or tombs of certain persons named. It does not, however, appear from the report that in the bill, in the answer, in the argument, or in the judgment, a single word was said about this legacy as charitable or not charitable, void or valid. This case cannot, therefore,

be considered an authority for the proposition which I cited last week from Mr. Shelford's Work on Mortmain.

In the case of *Mellick* v. *The President and Guardians of the Asylum*, Jac. 180, the testator by his will, after desiring that he might be buried at the east end of the vault of a certain parish church, and giving minute directions as to his funeral, and bequeathing several pecuniary legacies, devised his freehold estates to trustees upon trust to sell, the produce to be applied as follows, viz., £2,000 in erecting a monument to perpetuate his memory, in the parish church in question; £100 to Dr. Samuel Johnson, on condition of his writing an epitaph to be inscribed on his said monument; 20 guineas to the rector of the parish, on condition of his consenting to the placing up of the monument. He directed the monument to be immediately set about after his decease, and to be completely finished as soon as possible, not to exceed one year after his decease.

On the question whether this trust was a charitable use within the statute, the Master of the Rolls (Sir T. Plumer) said, "The first objection that is made to this gift is upon the Statute of Mortmain; that it is a devise to a charitable use, and therefore void. If this were the only question, I strongly incline to think that it would not constitute any valid objection; for I think that this is not a charitable use within the meaning of the statute. . . . . The Statute of Mortmain does not bear a resemblance to anything like a sumptuary law; and does not apply to money expended like this by the party on himself, for the gratification of his own vanity, on an object which, instead of having any similitude to charity, is the very reverse of it; the builder of the monument is to be paid for his labour only. It stands on the same footing as an expensive funeral; and it has never been argued that the expenses of a funeral cannot be defrayed out of real estate. There is nothing to control the general right incident to property of disposing of it, either in the party's lifetime, or after his death, as he may think proper; and though the sum which this testator has devoted to the erection of his monument may be disproportioned to his station in life, the Court cannot, on any such grounds, extend the construction of the statute."

To the same effect are the cases of *Adnam* v. *Cole*, 6 Beav. 353, and *Trimmer* v. *Danby*, 4 W. R. 430, in the latter of which Kindersley, V.C., held that the Court would assist the trustees in carrying out the directions of the testator.

The next case in point is that of *Willis* v. *Brown*, before the Vice-Chancellor of England, reported 2 Jur. 987. Here a testator directed that his trustees should retain out of his estate £10 per annum for the repairs of a monument, and as much as should remain after answering that purpose to be distributed amongst the poor of the parish in bread and meat. This, together with several other charity bequests, had been decided to come within the Mortmain Act, and the decision here reported arose upon an application to have so much of the bequest as was directed to be laid out in the repairs of the monument declared good. This was opposed on the grounds of its being for the ornament and benefit of the church. The Vice-Chancellor said:—"No; it is not for the ornament of the church so much as the desire which some people have of preserving an effigy of themselves. The direction, so far as relates to keeping up the monument, must be altered; but as to the bread and meat, that must still remain void under the Mortmain Act." Perhaps if there had been an expression of desire to beautify the church the decision might have been different; and an argument founded on an expression of desire for public ornament would probably have been strongly pressed upon the Court in the case *Mitford* v. *Reynolds*, 16 Sim. 105 and 1 Phil. 185, if the question as to the monument had come on for argument. In this case the 8th clause of the will was as follows:—"Eighthly, in the event of my demise at an early period, I direct and enjoin the executors and administrators hereunto to purchase and prepare for the ultimate deposit of my body, and also for the removal and deposit of the remains of my parent and sister now lying interred in a vault in the churchyard of Chipping Ongar in Essex, the mount that is contiguous, surrounded by a moat, which I understand to be the property, at present, of Mr. Evans, on the summit of which they will be pleased to cause the erection of a suitable and handsome as well as durable monument, planting the summit and sides of the mount with cedar and cypress trees in a manner that may render it ornamental to the town."

The question as to the validity of this bequest was reserved; but as the owner of the mount refused to sell it the bequest necessarily failed, and therefore the point was never argued.

In *Lloyd* v. *Lloyd*, 2 Sim. N. S. 255, a condition annexed to a beneficial annuity that the annuitants should keep in repair the testator's tomb was held to be good; the Vice-Chancellor saying, "I am satisfied that a direction simply for keeping a tomb in repair is not a charitable use, and is not of itself illegal. It may be illegal to vest property in trustees in perpetuity for such a purpose. But the direction that the widow and M. L. Lockley shall out of their life interests keep the tomb in repair, &c., is quite lawful, and they are under an obligation out of their annuities to do so according to the directions of the will." But in the same case there was by a codicil a conditional devise of a house to the minister and churchwardens of St. Mary's Church, Chatham, upon trust, first to take for themselves £5 every year for their expenses out of the rent, and further, to keep the testator's tomb in repair as there mentioned, &c. This was thought to be void as a perpetuity. The Vice-Chancellor (Kindersley) said, "Now the gift of the £5 a-year would not of course be illegal if the duty created by the trust were valid; but the next trust is to keep the tomb in repair, &c. Now this being a devise of the inheritance upon trust to repair, &c., the trust is in fact a perpetuity; and I suppose it was on that ground that the Court at the original hearing declared the devise to the minister and churchwardens wholly void, and dismissed them from the suit. Whether that decree is right or not (and I think it was) I must assume it to be so, and am bound by it."

This opinion of the learned Vice-Chancellor, with reference to the supposed ground of a decree by which, whether right or wrong, he was bound, is too completely extra-judicial to be considered as a binding authority; and in the report of the case in the *Law Journal* (vol. 21, p. 596) it is not mentioned in the marginal note as one of the points decided.

The case of *Doe dem. Thompson* v. *Pitcher*, in the Common Pleas, could not therefore be considered as overruled.

Recently, however, our courts have exhibited a decided leaning in favour of extending the application of the statute 9 Geo. 2 to trusts which involve perpetuities, although not charitable. Thus in *Carne* v. *Long*, 2 De G. F. & J. 75, with reference to a devise of freeholds in trust for the Penzance Public Library, the Lord Chancellor, in overruling the judgment of Vice-Chancellor Stuart, said, "I think that this devise falls within the principle of the recent decision of *Thompson* v. *Shakespear*, 1 De G. F. & J. 399; that it must lead to a perpetuity; and that it is not therefore for a lawful purpose. I agree with the Vice-Chancellor, that this is not a charity within the meaning of the Statute of Mortmain, but I do not know that I can quite concur in all the remarks about the duty of the Court to struggle against the application of the Mortmain Act. That Act was passed to remedy what was considered a great public mischief, and I do not know that it is a great interference with the rights of a person to prevent him, when on the point of descending to the grave, from making a disposition of his property away from his family in *sæcula sæculorum*."

The general principle thus laid down has recently

been applied by the Master of the Rolls to trusts for the maintenance of tombs. In *Richards* v. *Robson*, 10 W. R. 657, legacies, apparently from personalty only, were given to the churchwardens of certain parishes, upon trust to invest the same in government or real securities, and to apply the income for the maintenance of the tombs of the testatrix and certain of her kindred in those parishes respectively.

His Honour, in declaring these legacies void, did so expressly on the authority of *Lloyd* v. *Lloyd* and *Thompson* v. *Shakespear*, on the ground that "if a gift was made to keep up a building for an individual and not for a public purpose, in perpetuity, it was void."

The case of *Thompson* v. *Pitcher*, in the Queen's Bench, was cited, without avail, to prove the bequests charitable; but the case of *Thompson* v. *Pitcher* in the Common Bench, an authority directly opposed to the judgment of his Honour on the question of perpetuity, was not cited either in *Richards* v. *Robson* or in either of the cases on the authority of which *Richards* v. *Robson* was decided.

It is always somewhat unsatisfactory when cases decided upon full argument are overruled by implication only, without being mentioned; and it is to be hoped that the next judge who adopts this novel extension of the Mortmain Act will either distinguish or expressly overrule *Doe dem. Thompson* v. *Pitcher*.

In conclusion, it seems to be the result of this survey of the authorities, that whereas, formerly, trusts for the maintenance of tombs were in danger of being held charitable, and therefore void under the letter of the statute, unless out of pure personalty or by deed duly enrolled; now, on the other hand, even if out of pure personalty, they are to be held (if of a permanent character) void under the spirit of the Act, because they are not charitable.

HOUSE OF LORDS DECISIONS, 1862.

No. IV.

Enohin *v.* Wylie, 8 W. R. 316; on App. Ho. Lds., 10 W. R. 467.

Owing to the great desire with which wills are interpreted, to give effect to the intention of testators, words in themselves the most comprehensive are often narrowed in their meaning by the context; and, on the same principle, terms which are properly applicable to a particular species of personalty only, are often held sufficient to embrace the general residue. The term *money*, for instance, although it has been held to comprise bank notes (Ambler, 280), exchequer bills, bills of exchange (1 B. & P. 648, 651, 4 B. & Ald. 1), and even a mortgage debt (Gilb. Eq. Rep. 200), is not co-extensive with the word *property*. It has received, however, even this extended signification in many cases where the general frame of the will showed an intention on the part of the testator to dispose of all his property. A question has most frequently arisen regarding *stock*, with respect to which the decisions are somewhat contradictory. If the meaning of the term be not influenced by the context, it will not comprise stock: *Hotham* v. *Sutton* 15 Ves. 319; *Gosden* v. *Dotterill*, 1 My & K. 56; *Read* v. *Hodgens*, 7 Ir. Eq. Rep. 17; *Lowe* v. *Thomas*, Kay 369, affirmed 5 De G. M. & G. 315; *Larner* v. *Larner*, 3 Drew 704; *Cowling* v. *Cowling*, 26 Beav. 449. But the phrase "securities for money" will include stock in the funds, bills of exchange, and promissory notes. "The funds," or "the public funds," of course, comprise consols, reduced and long annuities, and all the securities guaranteed by the Government, but do not, it appears, include, Bank stock East India stock, or unfunded exchequer bills.

The cases in which *money* has been, by force of the context, held to include funded property belong mainly to two classes—the first comprising those cases in which the testator directed his funeral expenses, debts, or legacies to be paid out of the money referred to in the will. The reason of this rule is to be found in the usage of charging these disbursements upon the general residue. The second class consists of cases in which the testator has shown a clear intention completely to dispose of all his personalty, and that intention could only be effectuated by adopting the enlarged interpretation of the word "money." To the first class of cases belong *Legge* v. *Asgill*, cited T. & R. 265 n.; *Rogers* v. *Thomas*, 2 Kee. 8; *Kendall* v. *Kendall*, 4 Russ. 360: *Phillips* v. *Eastwood*, 1 Ll. & Goo. 291; *Barrett* v. *White*, 1 Jur. N. S. 652, 24 L. J. Ch. 724; *Grosvenor* v. *Durston*, 25 Beav. 97; *Stocks* v. *Barré*, 1 Johns. 54. The second description of cases referred to is illustrated by *Waite* v. *Coombs*, 5 De G. & S. 676, and *Glendening* v. *Glendening*, 9 Beav. 324. The principle governing the first-mentioned class of cases will not apply where the bequest following such a charge as we have described is of *ready* money: *In re Powell's Trust*, 1 Johns. 49.

In the present case a testator, domiciled in Russia, after expressing his intention of disposing of all his property, directed certain real estates to be sold, and that the money proceeds of all the above, as also the whole of his capital, which should remain with him after his death, in ready money and bank billets belonging to him, should be divided into ten equal parts, which he then proceeded to dispose of. The House of Lords held, affirming the decision of the Lords Justices and of Wood, V.C., that a sum of English consols possessed by the testator did not pass either under the above-mentioned clause or under the general scope of the will.

Enohin v. *Wylie* clearly comes under the principle acted upon in *Re Powell's Trust*. It is even an *a fortiori* illustration of that principle; the stocks sought to be included under the term *money* being foreign. The decision in the present case is calculated to awaken attention to the fact that the rules of legal construction, although not applicable to wills as strictly as to deeds, are yet, in disputed questions regarding the operation of the former class of instruments, the land-marks that are most likely to prevail. An appeal to the intention of the testator, where that is to be collected from a comparison of various indistinct passages in his will, will be mostly of little avail where any term such as *money* or the like, having a settled technical meaning, is used. This is a phase of judicial discretion which we should gladly see often exercised. *Expedit reipublicæ ut sit finis litium*. The foreign domicil of the testator in the present case did not affect the construction to be put upon his will.

ON THE PRESENT PRACTICE OF THE CUSTOM OF GAVELKIND, OR COMMON LAW OF KENT.

By John B. Monckton, Esq., of Maidstone and Gray's Inn, Solicitor.

(*Concluded from page* 6.)

4.—Guardianship of, and Alienation by, Infant Heir.

The custom of Kent continues the wardship of infant heirs in gavelkind a year beyond the common law of England—namely, to the age of fifteen years. But though to this extent the heir is, *quantum valeat*, under a sort of disadvantage, the same authority makes ample amends to him, as appears in the following extract from *The Custumal of Kent*:—

"And this is to be understood, that from such time as those (*i.e.*, infant) heires in gavelkind be of or have passed the age of 15 yeeres, it is lawful for them their lands or tenements to give and sell at their pleasure."

With reference to this, one of the most singular and noticeable customs of gavelkind, the prevailing opinion of the best authorities on the subject (and the one universally adopted in Kentish practice) maintains that the alienation must be by *feoffment*, with livery of seisin *propriâ manu* of the infant, and not by power of attorney; and the reason for this last dictum appears logical and sound—namely, that in default of a par-

ticular custom for that purpose—which here is certainly wanting—an infant can do nothing to pass a thing out of him by attorney; and since in this, as in all other respects, the custom is read and taken strictly, it does not extend to any other form of conveyance or assurance by an infant in actual possession. But in addition to this, it is considered, though rarely, if ever, acted on, that the custom will warrant an infant (circumstanced accordingly) in releasing his right in lands to him who is in possession of the freehold. In practice, the feoffment and livery of lands in possession is brought into requisition with comparative frequency, and, under the rule of descent to all the sons equally, is found to be occasionally of great advantage, inasmuch as by its means sales are at times carried out for the benefit of families, which otherwise would have to be postponed, to the delay of elder sons, and the possible detriment of all. It will be at once perceived that the cases alluded to (and modern practice does not, the writer believes, ever seek to comprehend others) are where the infant takes by descent; and it is more a matter of fact than of any force to mention that great doubt is expressed in the text-books as to whether the custom extends beyond lands so taken; that is, whether an infant can alien such as he acquires under a devise or by his own purchase. To meet the possible objection that may be taken by strangers to Kentish practice that improper influences might be frequently brought to bear upon vendors of so tender an age, it is apprehended that (notwithstanding the legal right to alien) any disposition upon which a suspicion of unfairness could reasonably be cast would at once come into the category of all fraudulent or alleged fraudulent sales, and be open to the searching examination of a court of equity.

5.—Devise by Custom.

This formerly valuable privilege has been above alluded to, and may be briefly dismissed, with the statement that whatever of advantage remained to Kentish landowners by virtue of their custom, even after the Act of Henry the Eighth gave general liberty to devise socage lands (and this advantage was still considerable when looked at with regard to lands holden by knight-service), it was altogether removed by the statute of Charles the Second, whereby all lands were reduced to common socage.

6.—Exemption of a Felon's Lands from Forfeiture.

To conclude a paper on Gavelkind Customs, however limited its extent, without some reference to the well-known proverbial expression,

"The father to the bough,
And the son to the plough,"

would, judging by precedent, seem to be almost heretical, although little enough now remains of the significance formerly attached to it. It implied an exception in the county of Kent, to the usual rule that upon attainder of any felony the lands of which the felon was seised were forfeited to the King, his children being thus disinherited, and his wife deprived of her dower. The custom never extended to high treason, and although from the assimilation of the common law to the gavelkind custom by statute some thirty years ago, in all cases of attainder for felony, except petty treason and murder as regarded the heir, and as regarded the widow in all but petty treason, the value of the ancient exemption has become almost nil, it is yet a most interesting example of the solid advantages formerly derived by the men of Kent from their common law, at a time when the punishment of death was of every-day occurrence, and a strong evidence of the important reasons that must have prevailed to secure to the county the enjoyment of privileges so valuable.

With the exception of the few disgavelling statutes before referred to as of little avail, from the difficulty of identity, and which, even where traceable, affect no custom beyond that of partibility of descent, it is believed that in no case have any of the customs of Kentish gavelkind been destroyed by statute. A bill was introduced during the last session of Parliament, by which it was proposed to enable owners of gavelkind land to disgavel the same, by executing for the purpose a deed in the form appended thereto. The measure was however abandoned before becoming law. It appears to the writer that the adoption of any such voluntary and partial course would be productive of great confusion in titles, and of difficulty and expense in determining the inheritance by families of intestates; and that in default of leaving in its present time-honoured and satisfactory form a custom dear to all lovers of Kentish tradition, and well understood and appreciated by the land-owners of the county (any one of whom may, by testamentary disposition, qualify its working in his own individual case), it would be far better by a sweeping statute to dispose of the custom at once and for ever, than by what has been aptly termed piecemeal legislation to run the risk of creating for future generations the doubts and difficulties just now referred to.

EQUITY.

Assignment by Felon before Conviction.

Chowne v. *Baylis*, M.R. 11 W. R. 5.

This case raised the question whether, when one man robs another, the amount taken by the man who has committed the felony constitutes such a debt as may be made the consideration for an assignment of his property by the felon before conviction, to secure that debt to the person robbed? Sir J. Romilly, M.R., decided in the affirmative.

"In order," says his Honour, "to determine this question, it is necessary to see what is the law already established by the decided cases, and some points appear to be very clear. In the first place, after the commission of the felony, and before his conviction, the felon may sell or assign his personal property for valuable consideration; secondly, a debt existing at the time of the commission of the offence is a sufficient consideration to support such an assignment; thirdly, the sale must be bonâ fide, and not colourable for the purpose of avoiding the forfeiture consequent on conviction; fourthly, the civil remedies for suing the felon, which belong to the person whose property has been feloniously taken, are suspended after the discovery of the commission of the offence until the conviction of the felon, in order that the dignity of the Crown, to use the metaphorical expression which is to be found in the books, may be vindicated by the prosecution and conviction of the offender."

His Honour considered, that as all these enumerated conditions had been fulfilled in the present case, the only consideration remaining was whether the amount stolen from the plaintiffs was a sufficient consideration for the assignment of the felon's property to them. He proceeds to say that—

"The actual notes and coin, if they be discovered, are the property of the person robbed, and would, after conviction, be returned to him; if not found, the property of the felon would be liable to make good the amount to the person robbed, were it not that by reason of the forfeiture the property of the felon became vested in the Crown. I am of opinion, therefore, on every principle, that the robbery constitutes a debt due from the robber to the person robbed; and indeed this is assumed by the terms of the rule laid down, to which I have referred, which suspends the civil remedies of the person robbed until after the conviction of the robber; although it is true the suspension necessarily operates as a prohibition, as its remedies cannot be enforced until the property of the felon has ceased any longer to exist."

Vice-Chancellor Wood, in the *Dudley Banking Company* v. *Spittle*, J. & H. 14, had to consider a question similar to the first point raised in the above-named case. There also the debt arose out of the felonious act of the debtor, and the civil remedy being suspended only until public justice is satisfied, the question was whether the plaintiff,—who claimed to be a creditor for the amount paid by him on a forged cheque, and had commenced a prosecution upon which a true bill was found, and the prisoner was arraigned,—had lost the right to recover the debt, because, with the sanction of the judge, he

had abstained from bringing on the trial—the prisoner having pleaded guilty to another indictment for forgery? and there Vice-Chancellor Wood held that the plaintiff had done enough to satisfy the rule of law, and that the civil remedy revived.

The facts of *Chowne* v. *Baylis* may be stated as follows:—A clerk in a bank robbed his employers of a large sum of money. In order to make good as far as he could the loss occasioned by the fraud, he handed to the bankers a letter addressed to an assurance office with which he had assured his life, in which he gave notice that he wished to transfer his interest in the policies taken out in such office to the bank. This letter was sent by the bank to the office, who acknowledged its receipt. The policies remained in the clerk's possession; and subsequently he made a formal assignment of his interest in the same policies to his solicitor, who gave notice to the office of his assignment. He was afterwards prosecuted by the bank to conviction. And it was held that the transaction amounted to a good assignment for value to the bank of the interest of the clerk in the policies, and that such assignment took priority over the assignment to the solicitor.

The rules of courts of equity relating to equitable assignments are every day becoming more important as the ordinary transactions of business are becoming more numerous and complicated; and another question raised in this case will, therefore, be of more general interest than that which we have just mentioned. We have seen that the plaintiff's case here depended upon whether the letter, written by the clerk to the assurance office, was sufficient to operate as an equitable assignment. On this point his Honour observes,—

A creditor comes to a debtor and asks for security for his debt, and the debtor writes a letter to an assurance company, with whom he has assured his life, expressing his wish to transfer his interest therein to his debtor, and he gives that document to the debtor. It is impossible to say that such a transaction on such a document has no meaning, or that it was intended to have no meaning; and unless he thereby assigned his interest in the policy it means nothing. It is to be observed that no formal instrument is required for this purpose; all that is wanted is that the document should express the intention of the assignor thereby to make the assignment. I read the document exactly as if it was written "I hereby transfer." Unless it means this, it is impossible to conceive what there was for the office to take notice of. It is obvious that a desire not fulfilled is not a matter of which notice is to be given; but I think it will be absurd to suppose that any person signed such a document without intending that it should operate as an assignment.

It may therefore be laid down as a general rule that a letter written by a debtor to an assurance office with which he has assured his life, expressing his wish to transfer his interest in a policy effected therein to his creditor, when handed to the creditor and delivered to the office, constitutes a valid equitable assignment of such policy to the creditor.

VICE-CHANCELLORS' COURT.

(Before Vice-Chancellor Sir J. STUART.)

Nov. 8.—In re Shuttleworth's Estate and the Lancashire and Yorkshire Railway.—Mr. *Kay* appeared in support of a petition for the investment in Exchequer bills of £624, being the purchase money of lands taken by the company under the compulsory powers of their Act for the purposes of their undertaking, and paid into court under a private Act of Parliament passed prior to the Lands Clauses Consolidation Act, 1845. The petition also prayed for payment of the costs of the application by the company.

Mr. *Pole*, for the company, objected that, as the money was paid into court under a private Act passed prior to the Lands Clauses Consolidation Act, 1845, the 80th section of the latter Act did not apply to this case.

The VICE-CHANCELLOR said that, as the land was taken by the company under the compulsory powers of their Act, the 80th section of the Lands Clauses Consolidation Act applied, and the company must pay the costs of the petition.

COMMON LAW.

COMMON LAW PROCEDURE ACT—GARNISHEE CLAUSE.—A judgment creditor having arrested his debtor on a *ca. sa.* the judgment debtor filed a petition under the Bankrupt Act and obtained his discharge.

The Court of Exchequer held that the judgment creditor might attach the debts of his judgment debtor in the hands of a third party, under the garnishee clause of the Common Law Procedure Act, 1854, notwithstanding his arrest under the *ca. sa.*—*In re Allan*, 11 W. R. 10.

CUL DE SAC.—Although a *cul de sac* may be a highway, and although the old doctrine that a highway must lead from one public place to another may not be strictly correct, yet where a road leads to a place which is not public, and which the public enter only by permission (as where it leads to the gates of a park), the user of the road by all persons who seek such entry, without evidence of user for any other purpose, is not a user sufficient to warrant the conclusion of a dedication to the public as a highway, and a liability in the parish to repair.—*The Queen* v. *The Parish of Hawkhurst*, Q. B., 11 W. R. 9.

PROHIBITION.—A plaintiff in prohibition, who has been directed to declare in prohibition, is not, under the 1 Will. 4, c. 21, s. 1, entitled to recover as "damages" the costs incurred by him in the court below where he has been unsuccessful.—*White and Others* v. *Steele and Others*, C. P., 11 W. R. 8.

COURT OF QUEEN'S BENCH.

Sittings in Banco before Mr. Justice WIGHTMAN, Mr. Justice BLACKBURN, and Mr. Justice MELLOR.

Nov. 10.—*In re W. Everest.*—This was a rule calling on an attorney to answer the matters in an affidavit with respect to his non-payment of certain money alleged to be due to his client, the applicant. The rule was granted on the 29th of January last. The attorney made now no affidavit, but an affidavit of a doctor was produced on his behalf, stating that he had suffered a long and serious illness, and that he had been and now was suffering from disease of the heart, wholly unfitting him for mental or bodily exertion, and rendering him incapable even of walking or dressing himself, so that any unusual excitement might have very serious results.

On the other side there were the affidavits of several persons that the attorney had been seen walking and riding in the vicinity of Brighton in September last, and that he was not incapable of answering.

Mr. *Dowdeswell* appeared for the attorney, and urged that a rule, the result of which must be a personal attachment, ought not to be pressed under such circumstances.

Mr. *Tapping* for the applicant, said the case was one of some turpitude on the part of the attorney, and, though it was not denied that he had been ill, it was believed and shown by the affidavits that he was now quite able to answer. It was remarkable that whenever the case came on there was the like attempt to avoid answering, on the plea of illness.

The COURT thought that as the applicant might lose all remedy if he lost this, and as the attorney had been seen walking and riding so recently, all that could be done was to enlarge the rule for ten days.

—— *In re Appleton's Articles.*—Mr. *Gadsden* moved, on the part of the applicant, an articled clerk, for a rule or order that the period of his service might be computed from the date of his articles although they had not been stamped in due time. On attending for that purpose, on the 28th of June, the office of Inland Revenue was found closed in commemoration of her Majesty's coronation. On the 30th of June the applicant memorialized the Commissioners of the Treasury, and they allowed the stamp to be affixed on payment of a fine of £10 which had accordingly been paid and the stamp had been affixed.

The COURT thereupon granted a rule or order as prayed.

—— *Ex parte Scott.*—Mr. *Field* moved, on the part of the applicant, that the time should run on, under his articles as an attorney, under these circumstances:—After his articles to his father he had gone to Trinity College, Cambridge, and there came out in the classical tripos, and had taken his degree. He had then been destined for the bar, and prepared to read

with a barrister, with that view; but family circumstances had since arisen which induced him to alter this intention, and he now desired that his time under the articles should count.

The COURT pointed out that, as under the new regulation he would be entitled to be admitted, having taken his degree, after three years' service, he would gain nothing material by his application even if acceded to.

Counsel having acquiesced in that view, no rule was granted.

Nov. 10.—*Saby* v. *Stephens.*—This was the case in which, as appears in another part of our columns, the foreman of the jury had written a very improper letter to the defendant applying for money on the part of the jury. The case has been twice tried. It was an action by the mother of a young man, a journeyman carpenter, under Lord Campbell's Act, for compensation for damage she had sustained from his death, occasioned by his fall from a scaffold, by reason, as was alleged, of the negligence of the defendant. On the late trial before Mr. Justice Crompton, the jury, after an hour's consultation, found for the defendant. On Wednesday, the 5th inst., the morning after the trial, the defendant received a letter in these terms, inclosing some of the trade circulars of the foreman, who was stated to be a carman:—"Dear Sir,—Please send me 10s. postage stamps, and I will acknowledge the same on behalf of the jury. Respectfully yours, the Foreman of the Jury."

Mr. *Serjt. Parry*, on the part of the plaintiff, now moved for a new trial, on the ground that the verdict was against evidence, and also on the ground of this misconduct in the foreman. On the first ground, however, both Mr. Justice Blackburn and Mr. Justice Crompton, who had both tried the case, stated that they were satisfied, upon the evidence, that the verdict ought to have been for the defendant. On the other point, as to the letter, the learned serjeant completely exculpated the defendant from all complicity, and put it merely as the misconduct of the particular juror; but then he pressed it as evidence that the writer of it had given his verdict on a corrupt ground, in the hope and expectation of some pecuniary reward. And although what he asked at first was very trivial, there could be no doubt that had he obtained it he would have tried to get more or to obtain employment.

The COURT said that there was no case in which a verdict had been disturbed on such a ground, where the party who had obtained the verdict had not been concerned in the misconduct, and the verdict was satisfactory.

The learned Serjeant admitted this to be the case so far as he was aware, but then he urged that this might be because such conduct had not occurred before.

The COURT said it would be hard upon the defendant to disturb a verdict in his favour, merely because of some misconduct on the part of one of the jurors after the trial.

Mr. Serjeant *Parry* urged that it would be hard upon the plaintiff to bind him by a verdict which might have been turned by that very juror, his conduct after the trial showing that he had a corrupt mind at the trial.

The COURT, however, said that though the misconduct was most gross and showed that the man was unfit to be a juror, they could not disturb the verdict on that ground, as the defendant was no party to the misconduct, and the verdict was satisfactory.

Rule refused.

(Sittings in Banco, before the Lord Chief Justice COCKBURN and Justices WIGHTMAN, BLACKBURN, and MELLOR.)

Nov. 11.—*Edwards and Others* v. *Scarsbrook.*—Mr. *Lush, Q.C.*, appeared for the plaintiffs; Mr. *Mellish, Q.C.*, for the defendant.

The question involved in this case was whether, if the sheriffs have seized the goods of a debtor in satisfaction for a debt, the debtor can, subsequently to the seizure and before the sale, file a petition in bankruptcy, give notice of the fact to the creditor, and compel the sheriffs to give up possession, and hand the goods over to the assignees under the bankruptcy.

The defendant in this case was an attorney, and had sued the plaintiff and obtained a judgment against him for services rendered. On the 21st of November, 1861, a *fi. fa.* was issued, and the sheriffs took possession of the plaintiff's goods. On the 25th of the same month the plaintiff filed a declaration of bankruptcy, and gave the defendant notice, the sale of the goods having been fixed for the 26th. Assignees were chosen, and the question arose, upon an interpleader issue, which had the right to the goods, the sheriffs or the assignees. The Court without calling upon Mr. Mellish for the defendant, decided in favour of the sheriffs.

Judgment for the defendant accordingly.

COURT OF COMMON PLEAS.

(Sittings in Banco before Lord Chief Justice ERLE, and Justices WILLES, BYLES, and KEATING.)

—— *Kennedy* v. *Brown and Wife.*—The facts of this case are too well known to require repetition. It will be remembered that on the trial before Lord Chief Justice Cockburn at Stafford, the jury found a verdict for the plaintiff, subject to the point of law, reserved for the Court, in relation to champerty, and whether the declaration contained an account stated on which an action could be maintained. A rule was subsequently obtained calling upon the plaintiff to show cause why the verdict should not be set aside and a nonsuit entered, on the ground of misdirection, and on other grounds. The case came on for argument at the close of the sittings previous to the last assizes and was then directed to stand over until the present term. The cause came on again on the 5th instant, when Mr. Kennedy resumed his argument and the case was adjourned until the 10th, on which and the following day Mr. Kennedy continued his address. We extract the following, as having a peculiar interest to our readers, from Mr. Kennedy's voluminous arguments:—"He then came to the most important branch of the case—viz., that he was entitled to recover on an express contract for remuneration as her counsel. The learned counsel then proceeded at great length, and evidently after great research into the historical part of the case—viz., the payment of counsel by fees—contrasting the present mode of remuneration with the *honorarium* of the Romans, which, he asserted, were very different; and he quoted authorities to show that Blackstone was wrong when he stated in his "Commentaries" that counsel even under the Roman law could not recover his fees in a civil action. The canon law provided a remedy for the recovery of an advocate's fees if the proctor did not pay him or cheated him of his remuneration. He next referred to the relation between attorney and counsel in this country and the nature of their bargains. In ancient times there was not the intervention of an attorney, there not being a middle class of lawyers in existence; and in the old books counsel were the only persons who were called lawyers. The earliest mention of the relation between an attorney and his client was in Chaucer. The learned counsel quoted Fortescue, Dugdale (who referred to the serjeants, after they left St. Paul's, seeing their clients at Guildhall taking notes on their knees), and Hollingshead. The first statute relative to attorneys was 4 Hen. 4. which directed that they should be put upon the rolls; and by the rules of the Inns of Court, in the reigns of Mary and Elizabeth and in the reign of the Stuarts, the character of attorney had become separated from that of counsel. Long after that counsel dealt with their clients, and there was no trace of any attempt being made to interfere with the pecuniary dealings of attorneys and clients except by the Statute of Maintenance. They found the terms "wages" and "salary" applied to remuneration of counsel. "Fee" signified stipend, or a sum to which a man had a right, and had never been applied to a gratuity. He referred to many instances where counsel, in former times, were kept by great men and paid wages or salary; and also that in the sixteenth, and even down to the end of the seventeenth century, some of the metropolitan parishes made the payment direct from them to counsel. There was a practice of making regular bargains with counsel, affording some evidence that the sum stipulated for was recoverable. It was singular that the word "honorarium" was not mentioned in any of the books of law; but they laid down particularly that it was not maintenance in a counsel to undertake a case for his fee, which was elsewhere called wages or salary. That clearly did not mean fee paid beforehand, as that would be inconsistent with cases known to the law. Receiving briefs from attorneys commenced towards the end of the Tudors, which grew till the middle of the eighteenth century, when it became the practice, and with it began the practice of receiving generally the fees beforehand, which gradually became the ordinary practice, and what was more material, the making of bargains with clients for future payments seemed to have ceased. It was about the same time that persons called solicitors sprung up, which had a great effect upon the practice. A solicitor at that time was a person without professional status, but who made it his business to sue out writs, and carry on proceedings in the court, and became known as common solicitors. They were not exactly touts—some were respectable and some were otherwise—and they were not recognised in the profession till they were put on a footing with attorneys under the 2 Geo. 2, c. 23. Their practice they at first confined principally to chancery cases. The growth and respectability of these persons had a material

effect on the practice of counsel, as shown by the passing of the 3 Jac. 1, c. 7, owing to the abuse of charging excessive fees by attorneys. A counsel could only bring an action and recover fees on an express promise; consequently, solicitors being at one time in bad repute, it led to a change of the practice in the payment of fees by paying them in advance, which no doubt led to the present custom. It would, therefore, appear that the matter was in a transition state for two centuries, until it was settled about the middle of the eighteenth century. The learned counsel then proceeded to urge and quote cases in support of his view, that where there was an express promise a barrister might recover. That there must be an express contract to enable a barrister to recover was recognised on all hands, and then he had to meet another objection that might be raised—viz., that though there might be a contract for an express sum, there could not be a contract on the *quantum meruit* of the case—such doctrine would be unreasonable, because one could not see how it was competent for a man to bargain for £20, and not for such a sum as his services might be worth, for it might be impossible from various circumstances to say what those services might be worth. The learned counsel then came to the point that this was contrary to the policy of the law that such an action should be maintained. The opinion against it was founded on the ground that counsel ought to receive their fees beforehand, because it was thought that the independence and honour of the bar depended upon it in a great degree. As a matter of fact fees were not paid beforehand in the great multitude of cases, and they must not shut their eyes to what was going on, for if the honour of the bar depended on the payment in advance it would have been gone long ago. In many cases the fees were paid in advance and in many they were not; and it was notorious in the profession that equity barristers were in the habit of keeping accounts with attorneys and solicitors, and so also were conveyancers, many junior counsel, and special pleaders, who were part of the profession. The honour of the bar had not been protected, nor had it been necessary to protect it, by that device. Undoubtedly the leading members of the bar might be in the habit of receiving their fees beforehand, but it must be understood that they were the only men who could command it. In ancient times, when counsel dealt direct with their clients, the payment of fees was generally beforehand, but not always, and notwithstanding the contrary practice of modern times the integrity of counsel had been upheld. In the present day the receiving of fees beforehand was almost a matter of impossibility. Such a thing might possibly be done if counsel dealt with clients only. Seeing fresh persons in every suit they might say to them that the practice of the profession was to be paid their fees beforehand; but dealing with attorneys and solicitors, as they now did, who were known officers of the court, and who, generally speaking, had advanced themselves to a high social position, it was impossible for a barrister to say that he must have his fees beforehand, and it was not exacted. There were only two alternatives to be adopted. With regard to an alteration in the present system, they must make the fees recoverable or irrecoverable, or there must be an express obligation to pay them, as was done in the common law. It was suggested by Justices Bailey and Best that barristers, by making a contract to be paid, or by not taking fees beforehand, as they put it, might be tempted to get unconscientious verdicts, which alone could procure the payment of their fees. That was a reflection by those learned judges upon the honour of the bar which he should hardly have thought it was necessary for them to make, and which he contended they did not deserve; but, while on that question, it was well to consider the counter temptation. By paying barristers beforehand they were laid open to the counter temptation of taking more cases than they could attend to; but he (Mr. Kennedy) did not consider that counsel would act so dishonourably as to take cases and then neglect them. His answer to the charge of counsel acting dishonourably, as suggested, was only shifting the temptation from the counsel to the attorney. He contended that his contract was the same as that of an attorney's—to receive ample remuneration and afterwards to be compensated. He should have lost everything on the death of the party interested, or her losing the property, and so would the attorney; so that unless they threw a distressed client into the hands of a money-lender to supply him with the means of prosecuting his suit it would be impossible for a person like the defendant to have justice done her. He therefore contended that he had acted not only with legality, but with the most perfect generosity. It was the best system for counsel to act as he had done, which was the best that could be done under the circumstances of the case, which was an exceptional one, and for their lordships to hold that express contracts of this kind might be made.

After *Mr. Macaulay* was heard on the other side, the Court reserved judgment.

COURT OF EXCHEQUER.

(Sittings in Banco before the Lord Chief Baron, Mr. Baron Bramwell, and Mr. Baron Channell.)

Nov. 5.—*The Attorney-General* v. *M'Clean.*—This was an information for penalties tried before Mr. Baron Wilde in Middlesex to recover four penalties of £50, when a verdict was found for the Crown. The information charged the defendant with not having delivered for the parishes of Marylebone and St. Bride's a list of items chargeable under the assessed Tax Acts, the 43 Geo. 3, c. 161, and the 16 & 17 Vict., the latter being the Act under which the present duties are recoverable, and which incorporates the general provisions of the 43 Geo. 3. Leave was reserved to the defendant to move to enter the verdict generally or to reduce the damages to such a sum as the Court should thing proper.

Mr. Serjt. *Hayes* now moved accordingly.

The defendant had a farm at Chertsey, and, having let the house upon two occasions, had between the terms of the letting used a carthorse employed for agricultural purposes to draw him in a tilted cart to the station. He had also two dogs upon the premises. The law is that whether an assessment paper be left at a person's house or not, all persons are obliged to pay. It is enough for the assessor to put up a notice on the church door of his district, and persons who are assessable in the district must make out a true list of all things for which they are legally chargeable, or subject themselves to a penalty of £50.

A rule was granted on the ground that no residence had been shown in Marylebone or St. Bride's, as charged in the information, and also on the ground that upon the facts the defendant was only liable to one penalty under the 37th section of the 43 Geo. 3.

Nov. 8.—*In the Matter of an Attorney.*—Mr. *Field* moved for a rule calling upon the attorney to show cause why he should not pay to John Walker, or his attorney, the sum of £42 2s., and the amount of costs endorsed on a writ of summons.

Mr. Walker's attorney sent a writ down to the attorney in question to execute upon a Mr. Pearce, which was done accordingly, and the money received by him. Although repeated applications had been made for the amount it had not been paid.

A rule was granted.

Nov. 11.—*Harding and Another* v. *Chown and Another.*—Mr. *Francis* moved for a rule to show cause why a consent to a judgment signed by the defendant's former attorneys and all subsequent proceedings should not be set aside.

It appeared that this was an ejectment to recover possession of a piece of garden ground in the occupation of the defendants. Notice of trial had been given for the Aylesbury assizes on the 15th of last July. On the 11th the defendants met their attorneys upon the ground in question, and, upon their suggesting a compromise, positively refused to consent, and thereupon were told to get up further evidence. This the defendants did, but upon appearing at the assizes ready to try the cause, they found their attorneys had consented to a judgment, upon condition of the plaintiffs granting a lease of the garden ground. The defendants refused to be bound by such consent, and hence the present motion.

Their Lordships granted a rule *nisi*.

BAIL COURT.

(Sittings at Nisi Prius, at Westminster, before Mr. Justice Crompton and a Common Jury.)

Nov. 7.—A juryman called his lordship's attention to a circumstance that had come to his knowledge, which he truly characterised as disgraceful conduct on the part of another juryman, with whom he had sat on the Tuesday previous in the case of *Saby* v. *Stephens*, which was an action for damages arising out of the fatal accident in St. Martin's Hall. Since the trial the defendant had received a letter by post representing the writer to be one of the jurymen, and soliciting remuneration for the whole of the jury in consequence of their returning a verdict in his favour.

Mr. Justice Crompton said such conduct could not be too strongly deprecated; but he had no power to interfere in the matter.

Some of the jurymen expressed a hope that the writer's name might be discovered and exposed.

Mr. Justice CROMPTON doubted if anything would be gained by that. It would be as well to ascertain his name if they could, and not call him again. He thought that the jurymen had done right in disclaiming any participation in the writing of the letter, and that was sufficient for the present.

Mr. *Serjt. Parry*, who was in the case, said he thought it might be made use of by the plaintiff, who lost the case.

Mr. Justice CROMPTON said he was of opinion the jury returned a right verdict.

Mr. *Serjt. Parry* asked permission for the plaintiff's attorney to see the letter.

Mr. Justice CROMPTON said he would rather the learned counsel saw it, and then hand it back.

The letter was then handed to the learned serjeant, who gave it back to the officer of the court, in whose custody it now remains.

Correspondence.

GIVING UP POSSESSION.—A. B., taking two houses, Nos. 1 & 2, for purposes of his business, converts the two into one, there being only one kitchen for the two houses on the basement of No. 2, but which has its entrance only from the basement of No. 1. A. B. ultimately leaves the premises, and they are let as two separate houses, to two different parties, C. and D. D., having no entrance to his own kitchen, lets it to C. as a weekly tenant, which he, C., has held and rented for some time, but being desirous of giving up possession of it, causes a notice to be served on D. of such his intention of quitting and delivering up possession. At the expiration thereof D. comes to C.'s premises to take possession, but finds that C. has shut off the only communication from his own premises by bricking up the original doorway; as D. cannot get in in any other way, at the expiration of a week he summons C. for rent for use and occupation of the said kitchen, which C. refuses on the ground that he gave up possession by bricking up the entrance to the kitchen, as being the only way, he contends, he could give up possession—viz., by shutting out all communication with the premises No. 2 from his own premises, No. 1. Is C. justified in this course?

AN ARTICLED CLERK.

REAL PROPERTY AND CONVEYANCING.

Correspondence.

LAND REGISTRY.—I have read with much satisfaction the proceedings of the Metropolitan and Provincial Law Association at Birmingham in your journal of the 25th of October, and it is gratifying to see the profession discussing this Act in the way they do, as it is clear the scheme has received great consideration from them, and that they are disposed to adopt it if it be feasible. I find several of the speakers express themselves as anxious to give the measure no factious opposition—though most of them doubt the beneficial results of it to the public. It was put by one member interrogatively whether the large practitioners around him proposed to avail themselves of the scheme to get *an indefeasible title*. This question was not answered directly, but Mr. T. Kennedy drew attention to the circumstance that it was most *dangerous* for *owners to expose their title*, and that conveyancers were drawing clauses in mortgages for preventing mortgagors going to the court to get an indefeasible title—so apprehensive where they that the title might be invalidated. Now, is not this condemnatory of the scheme? No doubt there are many titles which are perfectly safe and good but which may not be *marketable*, and yet a person may purchase such an estate without the least risk and though he shall not have a marketable title—that is such a title as a purchaser would be compelled to take. But unless an applicant for an indefeasible title has got a good and marketable title he cannot succeed in his application. And, indeed, why should he? But how can solicitors justify advising their clients to expose their titles to inspection, to get an *indefeasible title* which is nothing more or less than *good and marketable*. It really seems to me that solicitors would not be justified in so doing, and they will ultimately lie under the stigma in cases where they do so advise that it is done to create business and to put costs into their pockets, for if an owner of property has a good and marketable title what more can he desire? I doubt greatly whether there is any conveyancing barrister, or any other barrister, who would advise any person to expose his title in the way it is suggested. A lawyer will always advise against the unnecessary exposure of his client's title. Yet a person who has a *good and marketable* title—for none others can apply—is asked to have recourse to a measure by which he can gain but little benefit.

I can well understand that power should be given to the Court of Chancery to give an *indefeasible* title to property brought within its jurisdiction and sold by it, and if the scheme did that and that only, it would have conferred a great public benefit.

I cannot understand the reason put by Mr. Turner that "because the measure had passed it was the duty of the profession to make the best use of it." The only good thing in the Act is that it is not obligatory, and the profession will, I have no doubt, be slow to put in motion a measure that has really so many objections to it, and that they will not for the sake of costs do what their conscience tells them is an inexpedient step; for where a man has a good and marketable title what more, I repeat, can he want?

W.

POWER TO APPOINT NEW TRUSTEES IN SETTLEMENTS OF REAL ESTATE.—Few great works on our law of real property and conveyancing can better bear criticism than the last edition of that most able and useful work, "Davidson's Precedents and Forms in Conveyancing," and therefore I feel but little compunction in pointing out what I consider a serious departure from a hitherto well established practice, and a dangerous mistake likely, from the admitted authority of the work, to lead an incautious practitioner into a great practical blunder.

At page 518, vol. 3 of the second edition of the above work I read the following under the head of "settlements." "There can hardly be said to be any fixed practice as to the persons to whom the power of appointing new trustees is given in strict settlements of real estate; but probably the best course is to give it to the surviving or continuing trustees or trustee of the class in which the vacancy or disqualification occurs, or the personal representatives of the last surviving or continuing trustee of that class."

This suggestion has been fully followed out by very neat and apt words, in the form of a strict settlement of real estate at p. 903 of the same volume; giving the setlor no voice in the matter; and without any note of instruction that that form should not be adopted without the express approval of the settlor or settlors. I was much astonished at finding the above opinion and form in a work so highly esteemed by the profession, as I believe that our great conveyancers have invariably considered it right to vest this important power in the settlor or settlors or the survivor, and only in the trustees upon the death of the survivor, and pending a minority.

In Mr. Jarman's Bythewood, vol. 9, p. 241, there is the following note on this subject—viz., "the nature of the trusts determines in whom the power of appointing new trustees may with propriety be vested; for the person in whom the beneficial interest mainly resides is evidently the most proper to be entrusted with the exercise of this most important power . . . It appears to be not quite a matter of course to empower the trustees to supply, by their own nomination, vacancies in the office in *any* event; and unquestionably it ought never to be done while any person beneficially interested is competent to exercise the power."

I think it will be found that this last observation is still the opinion of the profession. And most undoubtedly in the absence of instructions to the contrary, by the settlor or settlors, will in ninty-nine cases out of the hundred carry out their intention. It is quite true that the learned writer of the passage under criticism goes on in the following page, 519, to recommend great care in the selection of the important trustees, where this power of appointing new trustees is given to them; but even this cannot guard against an unsatisfactory appointment, as who can tell who may be the personal representative of the surviving trustee? I submit that it is contrary to the opinion of the profession, as evidenced by practice, and also contrary to common sense and the desire of settlors in nearly all cases, to give this uncontrolled power to important trustees—such as trustees for management during minority—except in cases of necessity arising from the deaths of settlors. Perhaps it may be urged in reply that Lord Cranworth's Act, 23 & 24 Vict. c. 145 is an authority for giving this power to trustees, because that by the 27th section the Legislature has given this power to the trustees where by the deed, will, or other instrument, no other person has been nominated to exercise the power. But I understand that it is the invariable practice of our best conveyancers, when for brevity they evoke this statute, to nominate the settlors and the survivor as

the persons to exercise this power, leaving the ulterior power to go according to the statute.

I have been induced to make these observations for the purpose of warning off a quicksand those young conveyancers who may be too fond of taking a precedent unquestioned, and without due thought of its perfect applicability; having already seen one instance of the resettlement of a great family estate in which the above error has been committed without any authority for the departure from the regular and established practice, save and except the above passage from 3 Dav. Prac. 518, and the form at p. 903.

In conclusion I would ask, why should the long and well-established practice be altered?

TENISON EDWARDS,
Nov. 7, 1862. 3, New Square, Lincoln's Inn.

DEVISE—FREEHOLDS.—I cannot agree with your correspondent "I. W." (*ante*, p. 8), in supposing that the words "die without leaving lawful issue" may have reference to a death in the testators' *lifetime*. Such an interpretation, in the absence of words appearing in the devise to justify it, would be repugnant to the rules of construction adopted in cases coming under the operation of the old law.

I think that the devise to T. and P. would perhaps, under the particular circumstances of the case, be construed to be a gift in fee simple, subject to an executory devise on the death of one of them without leaving issue living *at the time of his decease*, in favour of the survivors.

Nov. 12, 1862. J. T. S.

FRIENDLY SOCIETY — CONVEYANCE TO TRUSTEES.—In 1859, a friendly society purchased several acres of land and the conveyance was made to six trustees (members of the society) for the benefit of themselves and their co-members. Is the conveyance good? Does it not come under the statute of mortmain? Ought it not to be duly enrolled in chancery, or what course would now be best to make the transaction safe? E. F.

FREEBENCH.—I take leave to answer the question of "R. W.," in the last number of your journal, on the subject of *Freebench*. It appears that by the custom of the manor of Cheltenham, freebench is practically the same as dower in the case of freeholds—that is, it is not confined to the lands of which the tenant might *die seised*, but to all the lands of which the tenant was seised *during the coverture*. For the purpose of the question in hand, the widow's right must, as I apprehend, be regarded as mere incidents of the same. Now what is freebench? It is an incident of copyhold tenure. The period of the marriage—that is, whether it took place before or since 1834—is not, I think, material. What would be the effect of an enfranchisement? It would destroy the copyhold tenure, and turn it into a freehold. This being so it seems clearly to follow, as a *necessary and unavoidable consequence*, that freebench, as one of the incidents of the old tenure, is gone. The test is, I apprehend, this. If the right of freebench remained then the tenure is not wholly but only partially transferred, and the copyhold is not altered to a freehold. What seems to embarrass your correspondent is the peculiar custom of the manor in question. This, however, will, I think, be found to be of no consequence, as its analogy to dower in this instance does not alter the fact of its being an incident of copyhold tenure.

Enfranchisement is defined by Mr. Scriven, in his book on copyholds, to be a "conversion of copyholds into freehold tenure." This, as Mr. Scriven then says, is done "by a conveyance of the fee simple of the property from the lord of the manor to the copyholder, or by a release from the lord of all seignorial rights, &c." Mr. Scriven then adds, "that such an enfranchisement destroys the customary descent, *and also all rights and privileges annexed to the copyholder's estate*. This, of course, is only an opinion, but it is one which expresses, as I think it will be found, and as I have before said, the "necessary and unavoidable consequences" of the change in the tenure. Then, as regards the right of the widow, she will take her right of dower in the freehold, as she had her right of freebench in the copyhold. The husband has his right to alter the tenure at his pleasure, that is, to enfranchise the copyhold, which destroys its old incidents. This, however, must, I think, be added, that as it appears it is only contemplated to enfranchise part of the copyhold, the right of freebench will continue as to the remainder of the lands. There is, I suppose no doubt about this and indeed, the nature of things, as it seems to me, scarcely, if at all, admits of any. This answer will, I trust, be satisfactory to your correspondent. J. CULVERHOUSE.

MIDDLESEX REGISTRY — SEARCHES.—Will you or your readers kindly inform me what is the practice as to searches on a purchase?

Lease granted in 1850 to A.; assigned to B. in 1852; assigned by B. to C. in 1860. In 1862, C. sells to D.—what searches is D. bound to make? Need he search against A. from 1850 to 1852, and against B. from 1852 to 1860, as well as against C. from 1860 to the time of completion? or is the search sufficient if made against C. from 1860, on the ground that former purchasers made the necessary searches?

London, Nov. 7, 1862. B. P. A.

WILL—POWER OF PRE-EMPTION.—In answer to "A Subscriber" (*ante*, p. 10), I think that on his statement of the facts, and assuming there to be no period limited within which the right of pre-emption is to be exercised, the objection of the purchaser is a valid one. That a right of pre-emption is given effect to by the Court of Chancery appears from many cases, of which a late instance will be found in *Re Cant's Estate*, 4 De G. & J 503, s. c. 28 L. J. Ch. 641. J. C.

CRIMINAL LAW.

The Queen v. *Bray*, Q. B., 11 W. R. 7.

By the 14 & 15 Vict. c. 100, s. 19, any judge of the superior courts, or any recorder, chairman of sessions, or other of the numerous judicial functionaries therein mentioned, if he thinks that perjury has been committed in evidence, may direct a prosecution and commit the witness. The judge is to give a certificate to the prosecutor without fee, which is not, however, to be given in evidence at the trial.

By the 22 & 23 Vict. c. 17, no bill of indictment, either for perjury or any other of the offences therein specified, shall be presented to or found by any grand jury, unless the prosecutor has been bound over to give evidence, or unless, among other things, the indictment has been preferred by the direction or with the consent in writing of a judge of one of the superior courts of law at Westminster. In the above-named case no application was made at the trial for the committal of a witness for perjury under 14 & 15 Vict. c. 100. But in September Mr. Justice Mellor was applied to, without summons or affidavit (and without going before a magistrate), under the 22 & 23 Vict. c. 17, s. 1, to grant his "consent in writing" to the institution of a prosecution for perjury founded on the evidence of the plaintiff on the trial of his action. A report of the trial, cut out from the *Times*, pasted on a piece of paper, was presented to the learned judge without being verified by affidavit, and he, refreshing his memory by this report, signed thereon his consent, in these terms:—"I consent to a prosecution in this case." Thereupon an indictment was preferred, and a bench warrant issued, on which the defendant had been arrested.

It was objected on his behalf that the indictment was not warranted by the statute. First, because there had been no summons or affidavit; and next, the statute applied only to cases in which the judge directed a prosecution at the trial. Even the judge who tried the action had no judicial knowledge of the facts after the trial: and it was contended that in order to give him jurisdiction there must be a summons and a sworn statement of facts, so that the accused party may have an opportunity for explanation.

The Court were of opinion, however, that the statute imposed no such conditions, and that under its provisions the judge before whom an action has been tried has jurisdiction, after the trial, without summons or affidavit, to give his "consent in writing" to a prosecution for perjury committed on such trial.

The Court appeared to be further of opinion that any judge has the same jurisdiction, although in the

exercise of a judicial discretion a judge who has not heard the case would decline to interfere, unless the parties have been before a magistrate.

PROBATE.

MISTAKE IN CITATION.—Executors were cited to bring in probate by a person described in the citation as "one of the lawful cousins and next of kin" of the deceased. Upon being ordered to propound his interest he filed an act on petition, wherein he alleged that he was one of the executors and residuary legatee of J. R., deceased, who was the lawful cousin-german of the testator, and one of his next of kin, and living at his death. The Court allowed the citation to be amended by the insertion of the correct description of the plaintiff, as contained in the act on petition, upon his paying the costs incurred by the other side in consequence of the error, with the exception of the costs of appearance.—*Ridgway v. Abington and Another*, 11 W. R. 10.

Correspondence.

PROBATE COURT TECHNICALITIES.—It will be rendering an essential service to the practitioners in this court if you will call attention to the following point of practice, the ignorance of which has occasioned me and may occasion to others considerable trouble and expense. In the forms issued by the Court on the 1st of September last, a note has been put in the margin opposite the description of the deponent requiring that besides the name, residence, and addition of the executor, the relationship, if any, of the deceased should be stated. In a case in which I was acting for the widow and executrix of a deceased, I added after the word "widow" the words "of A. B., deceased," in order to show the relationship of the executrix to the deceased. On, however, presenting the affidavit at the register office, I was told that the latter words rendered the affidavit wholly defective, for want of the addition of the deponent, it having been held that the word "widow" alone was an addition, but that the words "widow of A. B., deceased" were not, and I was required to get the affidavit re-sworn, omitting the words "of A. B., deceased." I am given to understand that the reason for the decision is that the lady may be a married woman, having married after her husband's death a person of the same name, although she describes herself as the widow of A. B., deceased. A SOLICITOR.

London, Nov. 13, 1862.

BANKRUPTCY.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Nov. 6.—*In Re Rawlings.*—Mr Rawlings, who had traded at Oakham as a corn merchant, being in difficulties, executed a deed of arrangement with his creditors on the 11th of October last, providing for payment to them of a composition of 7s. 6d. in the pound by instalments at three, six, and nine months' date. Proceedings in bankruptcy having been instituted against Mr. Rawlings by non-assenting creditors, the important question arose to-day, as to the validity of the deed.

It appeared that the deed contained an assignment of all the debtor's effects to Mrs. Rawlings, the debtor's mother, and to Mr. John Brown, of Oakham; and although those two persons were not named as trustees in the deed, yet they had executed the same, and by the deed they also became security for the due payment of the composition.

Mr. *Etty*, who appeared for the dissenting creditors, raised an objection to the deed on the ground that the 7th condition of the 192nd section of the Bankruptcy Act, 1861 (which provided for the giving up of possession of the property comprised in the deed) had not been complied with. The debtor still remained in possession of his property—everything was proceeding the same as before the deed.

Mr. *Reed*, for the debtor, contended that Mrs. Rawlings and Mr. Browne, being merely assignees under the deed, and sureties for the payment of the composition, no transfer of property was necessary to them as required by the 192nd section in the case of trustees.

The COMMISSIONER thought, however, there was clearly a resulting trust created by the deed, and, that being so, possession of all the property comprised in the deed should have been given to Rawlings and Brown. His Honour said it seemed to him that this case was just the one which the statute intended to exclude from its operation. Here was a debtor remaining in possession of his property, giving up nothing to his creditors, and making a mere promise to pay a composition. Clearly dissenting creditors were not bound. The adjudication must be confirmed.—Order accordingly.

POLICE COURTS.

MANSION HOUSE.

Nov. 7.— This was the last day of the Lord Mayor (Sir W. Cubitt) sitting in this Court as Chief Magistrate. Before leaving the bench his Lordship expressed the obligations he had been under during his mayoralty to Mr. Goodman, the Chief Clerk, Mr. Oke, the assistant Clerk, and the rest of the officers of the Court, of whose valuable services he said he should ever entertain a grateful recollection.

BOW STREET.

Nov. 8.— Mr. CORRIE, delivered his judgement this morning on the points of law which he had reserved for consideration in the case of Mr. Sydney Powell, charged with infringing Mr. Ernest Gambart's copyright in the engraving by Mr. Landseer of Rosa Bonheur's celebrated painting—the "Horse Fair."

Mr. CORRIE said, there were in this case two summonses; one for copying, or causing to be copied, and the other for exposing copies for sale without the consent of the owner of the copyright. The evidence was that a person called as a witness purchased a photograph copy of the engraving of the "Horse Fair" at the defendant's shop. The complainant was also called, and proved that he was the owner of the copyright, and had complied with all the technicalities of the Act, so as to bring him within its protection. Now these proceedings were brought under the provisions of the 25 and 26 Vict, c. 38, which, by its 8th section, provides that all penalties imposed by certain former Acts might be recovered before two justices. This was one of the Acts passed in consequence of the 23 Vict, c. 43, which enabled magistrates to deal with several matters not formerly within their jurisdiction, and if they committed any mistake there was an appeal to the judges; thus securing two advantages which had hitherto been believed to be incompatible—good law and cheap law. Now, as this Act provided a new mode of enforcing penalties, it was necessary to see what those penalties were. The Act of of the 8 Geo. 2., c. 13, sect. 1, in substance gave to the original engraver of any design a copyright for fourteen years with penalties for infringement against any person who, without the consent of the owner, should engrave, etch, or in any other manner copy, or who should print, reprint, or import for sale, or, knowing the same to be so printed, should sell or expose for sale any copies of such copyright design. A few years afterwards, in the 17th year of the reign of Geo. 3, was passed the Act on which this case must be decided. After re-enacting, almost in the same words, the provisions of the former Act, it provided that if any person should engrave, etch, or work, or cause to be engraved, etched, or worked, a design taken from any ancient or modern picture or sculpture, he should be protected in the same manner as for an original design; and the copyright both of the original engraver and of the person causing the engraving to be made was extended to twenty-eight years, instead of fourteen; and if any person should engrave, print, or publish copies from the copyright work, they were liable to the same penalties as under the former Act. But in setting forth what persons should be liable to the penalties it omits to mention any person who should sell or expose for sale. It was contended for the plaintiff ingeniously enough that he was entitled to recover under the words of the Act, "That any person who shall engrave or cause to be engraved any print, &c., shall have the benefit and protection of the said Act, in like manner as if any such print had been graved or drawn from the original design of such graver." But under this Act proceedings could be taken by a common informer; and though in the present instance the proceedings were taken by the person who was entitled to the protection and benefit of the Act, that might not be so in all cases. Supposing, then, that the proceedings should be taken by a common informer, it would be rather a strained interpretation to say that he was to recover the penalties under those words. But it went further, for after the clause about the benefit and protection, to show

that it was not considered that the penalties had been enacted, section 5 proceeds to impose the same penalties as in the former Act, but omitting the third provision with reference to selling or exposing for sale. It might be said that the words must have been intended to be repeated, and that it never could have been designed to let the seller go unpunished; but even so, he did not feel justified in importing into the Act words which were not there. He certainly could not insert them after a lapse of nearly 100 years. It was probably on account of these difficulties that the Act of the 17th of Geo. 3, was passed, which cited that the intention of the Legislature had not been carried out. Under that Act it was not even necessary that the vendor should be shown to have known that the copy was sold without the owner's consent. There was no doubt that Mr. Powell had committed a wrong, and that there was a remedy against him, but it was not under the penalties imposed by this Act. He had therefore come to the conclusion, though somewhat reluctantly, that the summons must be dismissed.

Mr. *Bowen May*, for the prosecutor, said that the Act giving power to proceed before justices would be rendered practically inoperative by this decision.

Mr. CORRIE said they had a cheap and summary remedy in the county court. The remdey under the 17 Geo. 3 was by action on the case, and all such actions could now be taken in the county.

Mr. *May* said that five of his clients who had thousands sands of pounds invested in valuable prints had actions pending in the superior courts at present.

Mr. CORRIE.—You must succeed in the action. But in the proceeding here you would have to show, even if I had settled the main point in your favour, that the defendant knew the work to be copyright. Of that there was no evidence whatever. So, in any case, I must have decided against you. But in the superior courts you do not require to show knowledge.

Mr. CORRIE then dismissed the summons.

GENERAL CORRESPONDENCE.

SHORT HAND WRITERS IN THE COURTS.

I have only just read an article on the above subject inserted in your journal of the 11th of October; and although a month has elapsed I trust you will insert this letter in answer to some of the statements contained in the article. I quite agree with you that short-hand is likely to become, before long "a wide-spread institution in this country." Although the art has been known and practised in England for nearly three hundred years, it must be confessed it has never enjoyed much popularity. On the contrary it has been the butt and satire of writers from the time of Shakespeare. But now that it has been recognised by Act of Parliament there is some hope that it may become more generally known.

I do not stop to consider the dictum of a Vice-Chancellor, as it is not within my province to do so; but the question of expense is one which is entitled to serious consideration. It is a comparative question: *viva voce* examinations or affidavits?

If we consider the time consumed in drawing, correcting, and swearing an affidavit, the *viva voce* cross-examination (out of court) on the affidavit, the time occupied in reading it in court, the expense of filing, engrossing, &c., I think there will be found very little difference between the cost of the affidavit and the cost of the short-hand notes of the same amount of evidence given *viva voce*.

With regard to the Bankruptcy Act, 1861, a great mistake (as it seems to me) was made by those whose intentions were no doubt very good. By vesting the power of appointment in the commissioners a sort of monopoly was created which in itself is objectionable. It would have been more equitable (and I throw out the suggestion for consideration) if a clause had been inserted compelling solicitors to employ a short-hand writer in each case. By this means attendance would be secured and the notes would be official, inasmuch as each person interested would be supplied with a copy. With regard to costs in bankruptcy, I apprehend the saving of time would counterbalance any extra expense, admitting even, for the sake of argument, that the costs would be larger than under the old practice.

With regard to the Central Criminal Court the writer of the article does not seem to be aware of the existence of authentic records of all proceedings at the Old Bailey exist—commencing from the year 1753. It would appear from the article as if the Lord Mayor was about to introduce something new. I cannot speak positively as to the very early volumes of the records: but certain it is—beyond all doubt—that in the year 1763 one Edward Hodgson was "short-hand writer to the Old Bailey"—so that the office of short-hand writer to the Central Criminal Court has been in existence at least *one hundred years*. I believe the office is much older, though at this moment I am unable to cite instances. With regard to the number of volumes, I believe they have never exceeded two annually. Indeed, any one who will take the trouble to go to the British Museum may verify my statements.

With regard to all civil and criminal courts having short-hand writers attached to them for the purpose of taking notes of the evidence—the real question lies in a very small compass. Evidence must be taken down by some one—the judge or the short-hand writer. If the judge does it, time is lost—if the short-hand writer does it, time is saved at a very little extra cost. The question simply is, who is to do it? And the general opinion seems to be in favour of short-hand writers.

I have no doubt that if short-hand were employed there would be an immense saving of time generally—and time is money. The next proof is to be found in the select committees of the House of Commons, each of which is attended by a short-hand writer. If every answer given by every witness were written out by the chairman, in long hand, a committee would occupy double the time occupied at present. The short-hand expense would be saved certainly, but counsel, agents, and witnesses, would want more remuneration for their *time*—to say nothing of the extra cost of keeping perhaps twenty witnesses in London at an immense expense.

A SHORT-HAND WRITER.

SOLICITORS PRACTISING IN SEVERAL PLACES.

In the Lawyer's Companion and Diary for 1863, published by Stevens & Sons, under the heading "country attorneys" practising at Runcorn, Cheshire, I observe the names "Harrison & Ashton," and "Tindall & Varey." The first firm have not—nor ever had—any office in Runcorn, neither have *they* or *either* of them any "room" there for occasional attendance—in fact they have no connection whatever with Runcorn, their place of business being Frodsham, distant four or five miles. On my asking the senior member of this firm, on a former occasion, how it happened that his name appeared as practising in Runcorn he expressed surprise, and said he could not account for it.

With respect to the secondly named firm, they hold a most respectable practice here for many years, but death has been busy in the firm, and for the last six months and upwards they have ceased to hold any office in Runcorn. It is well known that great inconvenience arises occasionally to the profession from gentlemen allowing their names to appear as practitioners in towns with which they have no—or little—connection. Some time ago your correspondent was put to great inconvenience through an irregularity of this sort, inasmuch as the party addressed only attended once a week in that town, it being distant fourteen miles from his regular place of business. Where irregularities of this sort appear I trust some gentleman practising in the town will notice the same either through your or some other legal paper, so that each party possessing a copy of the "Lawyer's Companion for 1863," may correct the same.

E. CLARKE.

Runcorn, Nov. 1, 1862.

THE EXAMINATION QUESTIONS.

As Stephens' Commentaries are out of print, and as the edition which is now in the press seems likely to remain there for a month or two longer, I submit that the examiners should in all fairness suspend their practice of framing the questions from that work. And with regard to the questions put in equity, and the practice of the equity courts, I would respectfully suggest that in this branch the examiners should endeavour to direct the candidates to cultivate an acquaintance with the principles of equity, rather than the practice of the Court of Chancery. All country clerks have the utmost difficulty in familiarising themselves with dry chancery practice; and the consequence is that this branch is generally left until the last week or two of the articles, and then the memory is stored with an accumulation of undigested and trumpery details, gathered from a chancery time-table, a book of practice, and possibly a law almanac, the knowledge obtained from which sources is not of the slightest utility in nineteen cases out of twenty.

X. Y. Z.

ENGLISH DEBTORS IN FRANCE.

It has been stated in one of the morning newspapers that an agreement was come to, some months since, between the

Governments of France and England, by which an English debtor may be sued and imprisoned in France for debts incurred in this country, and *vice versâ*. Are you aware whether this is so? Perhaps your able French correspondent will inform me. A. B.

Nov. 6, 1862.

INCORPORATED LAW SOCIETY.

Allow me to add my testimony to that of "An Articled Clerk," as to the inconvenience of there being only one copy of the principal text books in the library of the Incorporated Law Society.

I have a vivid recollection of the constant annoyance I experienced from this source when reading for my examination, even though in my case the inconvenience was somewhat mitigated by having a second string to my bow in the shape of the British Museum—a resource no longer available to the majority of law students.

I trust, therefore, that the subject, having now been brought into notice through the aid of your columns, will meet with the attention of the Council of the Law Society.

L. F.

The issuing of the annual report of this society furnished a fitting opportunity for some reflection on the component parts of the managing body, and I was glad to see the matter was not forgotten in your pages. I am sorry, however, it was allowed to drop. I feel convinced all the profession must feel great interest in the matter, and dissatisfied that the attempts to introduce fresh blood into what, without disrespect, I must call an effete body, were not successful. Why cannot some of the more active members of the Metropolitan and Provincial try again. SCRUTATOR.

THE ROUPELL CASE AND THE LAW STATIONERS.

Will you allow me to make one remark on the letter of Messrs. Witherbys in your number of last week. While admitting that they have procured old stamps for the purpose of evading the penalty due to the Crown, they assert that "among the purposes for which they were wanted there was never one having the shadow of a suspicion of being fraudulent." I must confess my surprise to find so respectable a firm using such logic as this—for it is neither more nor less than the argument by which the smuggler defends his breach of the revenue laws. J. H.

APPOINTMENTS.

Mr. CHARLES WILKIN, of 10, Tokenhouse-yard, London, has been appointed a London Commissioner for administering oaths in the Court of Queen's Bench.

Mr. EDWARD LLOYD, Barrister at-Law, has been appointed Secretary to the Royal Commission for inquiry into the patent laws.

The SOLICITOR-GENERAL of Scotland, Mr. Edward Francis Maitland, has been appointed to the vacant seat on the Bench, in succession to Lord Ivory. Mr. George Young (advocate, 1840), sheriff and commissary of Haddington and Berwickshire, has been appointed Solicitor-General, in the room of Mr. Maitland. Mr. A. R. Clark, now sheriff of Inverness-shire, will succeed Mr. Young as sheriff of Haddington and Berwick; Mr. W. Ivory, senior depute advocate, will become sheriff of Inverness-shire; and Mr. A. B. Shand, second depute advocate, will become sheriff of Kincardineshire, vacant by the death of Mr. Montgomerie Bell. Mr. Gifford is now senior advocate depute, and the two junior offices in that department are vacant.

On Saturday last Mr. Onions, of Brighton, was appointed a Master Extraordinary of the Court of Chancery in Ireland, for the taking of affidavits, &c.

IRELAND.

Dublin, Nov. 12.

Upon comparing the number of petitions presented to the Landed Estates Court during the month of July last with the corresponding period of last year, we find that the number was 62, against 44 in 1861. In the month of August, 23 petitions were presented, the number during the same period of 1861 having been 20. During the month of September, and thence up to the 23rd October, 1862, 37 petitions were presented. The number during the corresponding period of last year was 41. The result of these statistics shows a slight increase in the business of this Court. It ought, however, to be borne in mind that several of these petitions are "supplemental petitions;" and it is probable that some have been presented under the Landed Estates Improvement Act. The value and efficiency of this tribunal are universally acknowledged, and we feel no doubt as to its permanence. It is, however, quite another question, whether the staff is not out of proportion to its present business or from any probable increase of it, to arise either from the state of the country or from any further jurisdiction to be conferred upon the Court. We believe that it is generally felt that two judges would suffice, and that if a vacancy were to occur in either of the present seats, it would not be filled up. The power of appealing now given to the suitors has divested the Landed Estates Court of arbitrary character, which the Incumbered Estates Court possessed and which stamped it as an institution only fitted for an emergency. The very moderate expense at which a sale, with parliamentary title, can be had in this Court recommends it as a most desirable mart for real estates

The Honourable John Prendergast Vereker is to be the Lord Mayor of Dublin for the ensuing year, 1863. This is the first time since the election of the late Mr. Daniel O'Connell, in 1841, who was the first Lord Mayor of Dublin after the commencement of the Municipal Corporation Act, that the chief magistracy of the metropolis will be filled by a practising barrister.

We have to announce the death, on November 7, at Boulogne-sur-Mer, of Patrick M. Murphy, Esq., Q.C., chairman of the Quarter Sessions of the county of Cavan. Mr. Murphy was called to the bar in Michaelmas Term, 1827, and was appointed one of her Majesty's counsel on February 25, 1841. He was appointed assistant barrister, or (as the office is now designated) chairman of the Court of Quarter Sessions, of the county of Limerick in 1834, whence he was removed to Cavan in 1836.

Mr. John Francis Teeling, solicitor, has been appointed assistant-registrar to the Court of Bankruptcy, vacant by the death of Mr. Thomas Battley.

PUBLIC COMPANIES.

PROJECTED COMPANIES.

THE FOREIGN WINE COMPANY (LIMITED).

Capital £100,000 in 50,000 shares of £2 each. Solicitors—Messrs. Jenkinson, Sweeting, and Jenkison, 7 Clement's Lane, Lombard-street, E.C.

This company is established to supply foreign wines and spirits of guaranteed purity, at prices which cannot fail to command a large amount of patronage from the public, independently of the business it must at once ensure from its shareholders, by the peculiar advantages afforded them, whereby they will be enabled to secure to themselves 50 per cent. annually upon their original investment, and this quite irrespective of the profit to be derived from the business of the company, which, from careful calculation, it is estimated will enable the directors to pay to the shareholders dividends of at least 10 to 15 per cent. per annum.

THE GLYN NEATH STEAM COAL AND IRON COMPANY (LIMITED).

Capital £50,000 in 50,000 of £1 each. Solicitors—Messrs. Nokes, Carlisle, and Francis, 8 Finch Lane, E.C.

This company has been formed for further developing the Pandy Collieries and the Abergwrelych Iron Ore and Coal Works, well situate in the vale of Neath, Glamorganshire, within twelve miles of the important Briton Ferry Docks and Iron works, and of sixty blast furnaces, consuming annually 1,500,000 tons of iron ore.

THE SANKEY-BROOK COAL COMPANY (LIMITED).

Capital £60,000 in 40,000 shares of £1 10s. each. Solicitors—Messrs. Littledale, Ridley, and Bardswell, Liverpool.

This company is formed for the purpose of purchasing and thoroughly working and developing the well-known Sankey-brook Colliery, near St. Helen's Lancashire. The colliery is at the present time in profitable operation, and is raising and selling upwards of 100,000 tons per annum.

QUEENSLAND WOOL COMPANY (LIMITED).

Capital, £200,000, in 20,000 shares of £10 each. Solicitors.—Messrs. Simpson, Roberts, & Simpson, 62, Moor-gate-street.

The object for which this Company has been formed is the production and improvement of wool, on an extensive scale, in the thriving colony of Queensland (Australia). The soil and climate have been proved to be well adapted to the breeding and rearing of sheep, and to the growth of an improved quality of wool. It is proposed to establish the head station of the company in the district of Darling Downs, which is entirely devoted to pastoral purposes. The Darling Downs, which extend in length from north to south about 120 miles, with an average width of fifty, are distant from ninety to 130 miles from the shipping port of Brisbane, the capital of the colony. A tramway between the two districts has already been commenced by a local company; and its completion is one of the public works which the Government has undertaken.

THE ST. CUTHBERT LEAD SMELTING COMPANY (LIMITED).

Capital £75,000, in 15,000 shares of £5 each. Solicitors, Messrs. Desborough, Young, & Desborough, 6, Sise-lane.

This company has been established for the purpose of working the rich deposits of lead, ore, and slags occurring at the Priddy Minery on the Mendip Hills, within three miles of Wells, in Somersetshire, where an accumulation of lead producing debris, estimated at 600,000 tons, has been discovered, and which is calculated to contain at least £900,000 worth of that metal.

VICTORIA HOTEL COMPANY OF PAU.

Capital £140, 000, in 7,000 shares of £20 each. Solicitors Messrs. Kimberley & Pope, 26, Old Broad-street, E. C.

This company has been formed for the purpose of providing sufficient and necessary accomodation for the large number of visitors to the celebrated watering place of Pau. Hitherto the accommodation, as is well known to those who are accustomed to visit the place, has been totally inadequate to their wants. The present company has obtained possession of the Hotel de France, with the immediate adjoining property, commanding the magnificent view of the entire chain of the Pyrenees, and forming an area of nearly 5,500 square yards, upon which it is the intention to erect a new building, capable of accommodating a large number of visitors, and constructed with all modern improvements. Until the new edifice is built the present hotel will be made available to the fullest extent of its capabilities.

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE EXAMINATION.

Michaelmas Term, 1862.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?

2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.

3. Mention some of the principal law books which you have read and studied.

4. Have you attended any, and what, law lectures?

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. When a writ is issued under the Bills of Exchange Act, within what time, and in what manner, must the defendant appear to it?

6. When goods are sold to a woman who afterwards marries, against whom must an action for their price be brought?

7. What step must be taken by an attorney before he can bring an action to recover his bill of costs?

8. If a plaintiff, after issue joined, neglects to go on to trial, how may the defendant proceed?

9. What is the consequence of the non-joinder of persons, as plaintiffs? 1. Where the defendant gives a notice objecting to such non-joinder; 2. Where he does not give such a notice?

10. In an action by two plaintiffs, one of whom is improperly joined, can the defendant under a plea of set-off avail himself of a debt due from both plaintiffs, or from either, and which of them, alone?

11. If a plaintiff in a superior court prove a debt exceeding £20, but the defendant proves a cross debt, by which the balance due to the plaintiff is reduced below £20, can the plaintiff recover his costs without a certificate under the County Courts Act?

12. Where judgment in ejectment is signed for want of appearance, is the claimant entitled to costs?

13. At what time, and under what restrictions, may a distress for rent in arrear be sold?

14. A house is let to a tenant for one year certain from the 1st of January, 1860, and so on from year to year, as long as both parties please. What is the earliest day on which this tenancy can be determined?

15. Where an award is made, upon a reference of a cause before issue, in what different modes may it be enforced?

16. Within what period must an application to set aside such an award as is mentioned in the last question, be made?

17. State the steps necessary to render a bill of sale valid against creditors?

18. A deed of gift and a will are both executed by the same person and attested by the same witnesses. Is there any, and what, difference in the *necessary* mode of proving the execution of the two instruments?

19. What is the meaning of a bill of exchange being accepted *per pro*? and what is the consequence if this be done without authority?

III. CONVEYANCING.

20. What ad valorem stamp attaches to a conveyance, a mortgage, a settlement?

21. What power of leasing has a tenant for life of freeholds and copyholds respectively?

22. How are estates tail in freeholds and copyholds respectively barred?

23. Explain what is meant by the term "equitable mortgage," and state how such a mortgage is created.

24. Can trustees of a settlement, with the ordinary powers of sale, sell their trust estate reserving the minerals? Give the reasons for your answer.

25. Give a sketch of a will of a gentleman who possesses only personal estate, and desires to leave all his property to his wife for life, and after her death to his children, (some of whom are minors), absolutely in equal shares. Give all usual clauses?

26. A freeman of the City of London dies intestate, leaving a wife, two sons, and three children of a deceased son. How is the personal estate divided, and how would it be divided under similar circumstances if the person dying was not a freeman of London?

27. In what way can a tenancy from year to year be created, and how can it be determined? Give a form of notice to a tenant from year to year whose tenancy commenced at one of the usual quarter days. It is supposed to have commenced at Lady day, but it is not certain.

28. A man dies intestate, leaving a wife, a daughter of an aunt on his mother's side, and the son of an aunt on his father's side, his only relations. To whom would his real estate descend. Give the reasons for your answer.

29. Is a will unattested under any circumstances valid? Give the usual form of the attestation clause in a will.

30. Explain the object of a lease and release, and state why it is no longer used as a mode of conveyance.

31. A. B., a barrister in considerable practice, on his marriage with C. D. proposes to settle £10,000. The father of C. D. gives her £5,000 as a marriage portion. Upon what trusts would you advise that these sums should be settled?

32. Who on a sale bears the cost of the preparation and perusal of a conveyance of freeholds, and of surrender and admission in the case of copyholds?

33. Is a tenant for life without impeachment of waste liable for any, and what, damage to the estate? May he cut and sell timber and apply the proceeds for his own benefit, or must the proceeds be applied for the benefit of the estate?

34. What interest in a wife's real and personal property respectively does a husband acquire on his marriage irrespective of settlement?

IV. EQUITY AND PRACTICE OF THE COURTS.

35. What is the meaning of "Equity" as contradistingnished from "law?"

36. Under what circumstances are other courts subject to restraint from the Court of Chancery?

37. Name the principal subjects of the equitable jurisdiction of the Court of Chancery.

38. In what manner are the trusts of a marriage settlement to be performed when the deed has been lost or destroyed?

39. In what cases will equity enforce the contracts of a married woman?

40. What is the effect of making an infant a ward in chancery as regard his person and property?

41. Under what circumstances, if any, is a plaintiff or defendant permitted to go into parol evidence to vary an agreement in writing?

42. In what manner, and at what period of a suit, can a defendant, who is required to answer a bill, enforce production of documents in the possession of the plaintiff?

43. Can a defendant file a voluntary answer, and within what time, when he his not required to answer interrogatories?

44. Will a Court of Equity decree the specific performance of a contract, not in writing, for the purchase of real estate, and, if so, in what cases?

45. What is the effect of the words "without impeachment of waste," in a limitation to a tenant for life?

46. What is the effect of a writ of *ne exeat regno?* Under what circumstances, and in what manner, can it be obtained?

47. How is a decree of a Court of Equity for executing a deed to be enforced?

48. What is the effect of enrolling a decree of the Master of the Rolls, or of one of the Vice-Chancellors?

49. A person having become security for costs dies pending the suit. Can the defendant oblige the plaintiff to give further security for costs?

V. Bankruptcy and Practice of the Courts.

50. Are there any means by which a creditor can get his debtor adjudged bankrupt or obtain payment of his debt? If so, state them.

51. Is there any, and what, time within which an Act of Bankruptcy must be committed in order to support an adjudication of bankruptcy?

52. What must be the amount of petitioning creditor's debt in the cases following:—First, of a single creditor. Second, of two or more creditors being partners. Third, of two creditors not being partners. Fourth, of three or more creditors not being partners?

53. A debtor commits an act of bankruptcy on the 1st of January, and contracts a debt with B. on the 1st of February. B. afterwards petitions for, and obtains, adjudication of bankruptcy against the debtor. Can any, and what, objection be made to the adjudication?

54. The obligee of a bond in a sufficient amount to support a petition for adjudication of bankruptcy, assigns it to A. for valuable consideration; A. gives notice of the assignment to the obligor. Can A. petition for an adjudication of bankruptcy against the obligee?

55. A. is the holder of a bill of exchange accepted by B. B. commits an Act of bankruptcy after the bill is accepted, and before it becomes due. Can A. petition for an adjudication of bankruptcy against B?

56. A. is indebted to the estate of a bankrupt in £10, and B. is indebted to the estate in £20, who should be plaintiff in an action to recover these debts respectively?

57. If a bankrupt has become liable under a guarantee for the price of goods sold, can the person guaranteed prove the amount under the bankruptcy.

58. From what time does the property of a debtor who has been adjudicated bankrupt on the petition of a creditor vest in his assignees?

59. Where a debtor has been declared bankrupt or insolvent in India or the colonies, and is possessed of property in Great Britain, state the proceedings to be adopted to obtain possession of such property, and by whom.

60. What is the meaning of reputed ownership.

61. A bankrupt at the time of the act of bankruptcy is in possession of A.'s goods as reputed owner. The goods are afterwards, and before the petition is filed, taken by A. out of the bankrupt's possession, without A. having notice of any act of bankruptcy having been committed. Can the assignees recover the value of the goods?

62. A debtor becomes bankrupt possessed of a lease for years. Does the lease vest in the assignees? Is the bankrupt still liable to pay the rent and perform the covenants, on what must he do to get rid of his liability?

63. Within what time must an appeal be made, and to whom, against any order of discharge or refusal thereof by any Court of bankruptcy or judge of any county court and within what time must an appeal be made from any decision, or order of any such Court or judge?

64. For what acts done with intent to defraud or defeat the rights of his creditors is a trader or non-trader liable to indictment.

VI. Criminal Law and Proceedings before Magistrates.

65. Can an accessory before the fact in cases of felony, or an abbettor in a case of misdemeanor be tried and punished as principals? If so, under what statute?

66. Where the evidence on a trial fails to prove complete commission of a crime, can a person be convicted of any other and what offence?

67. Where a question of law has been reserved on a trial at the assizes, how is it brought before the judges and when and where decided?

68. Is a magistrate precluded from accepting bail, in any and what cases?

69. What proceedings can be taken against a person for stealing a letter, or money out of a letter?

70. Is the truth of a libel a sufficient defence to a criminal prosecution?

71. Does the property, real and personal, of a convicted felon, become forfeited, and from what time?

72. Can any, and what, proceedings be taken against a trustee for the fraudulent misappropriation of trust moneys?

73. By what process can an indictment be removed to a superior court? and by whom can it be applied for?

74. If a director or manager of a public company knowingly publishes false statements of account with intent to deceive shareholders, of what offence is he guilty? and how may he be proceeded against and punished?

75. Is it lawful to advertise for the return of stolen property with the intimation that a reward will be given, and that no questions will be asked? if not, is there any penalty for so doing? and how may it be enforced?

76. If a person is found committing an indictable offence against property, may he be apprehended without a warrant? and if so, by whom?

77. Can a witness resident in Scotland or Ireland be comptlled to attend and give evidence at a trial?

78. What is the offence of forging a power of attorney for the transfer of stock? and how may it be punished?

79. What is "excusable homicide?" and is the person committing it subject to any punishment or forfeiture?

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. William Murray on Common Law and Mercantile Law, Monday, November 17.

Mr. Montague Hughes Cookson on Conveyancing, Friday, Nov 21.

A return issued a short time ago gives an account of the fees received by bishops' registrars and other officers of the several dioceses in England—one of a class of returns that have a certain curious interest. The chief source of income is the grant of marriage licences, the charge for which varies in different dioceses. In London the proctors get the lion's share, and in the year 1860 the Chancellor of the diocese received only £300, and the two registrars only £520; the precise nature of the duty done by them is not stated, but the officer who signs this return thinks it right to observe that a registrar has to do a great deal of other work without any remuneration at all. In Manchester the charge is 22s. 6d. in addition to the stamps (12s. 6d.), and the fees for 1860 amounted to £1,391. In Chester the Chancellor received £625, from fees of 6s. 8d. on every marriage by licence, the registrar £1,046, and the surrogate £856; in all, £2,527 in respect of 1,877 marriages. In Winchester the fees are only £1 2s. 6d., exclusive of stamps; in Hereford they are £2 3s. 6d. Upwards of 20,000 licences were granted in the year, each of which had to pay this toll to the Church for exemption from the proclamation of the banns before the congregation. Several registrars live far away from their posts, and leave the duty entirely to a deputy. One of the Norwich registrars, for instance, is described as "priest of Cheadle, in Staffordshire," the business being "solely transacted" by his coadjutor; and one of the registrars of the diocese of Chester is no less a personage than the Master of the Rolls. From that city the deputy registrar of "The Peculiar Court of the Archbishop of Canterbury at Chichester," has to report, though he has been deputy for ten years, that he has no means of supplying information as to who is the registrar for whom he is deputy, nor where he lives, nor what is his profession; means were found, however, of conveying to this unknown personage 6s. 8d. on every marriage licence granted in the year.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DUNDAS—On Nov. 5, at Wood Hall, Wetherby, the wife of the Hon. J. C. Dundas, of a son.

JANSON—On Nov. 7, at Oakbank, Chislehurst, the wife of Fredk. H. Janson, Esq., of a daughter.

MARRIAGES.

BUSHBY—NORTH—On Nov. 11, at St. George's Hanover-square, Henry Jeffreys Bushby, Esq., of the Inner Temple, Barrister-at-Law, to the Lady Frances North, second daughter of Francis, late Earl of Guildford.

MELVILL—LISTER—On Nov 12, at St. George's, Hanover-square, Wm Henry Melville, Esq., of Lincoln's-inn, youngest son of the late Sir James Cosmo Melvill, K.C.B., to the Hon. Elizabeth Theresa Lister, youngest daughter of the late Lord Ribblesdale, and stepdaughter of Earl Russell, K.G.

RANDALL—MARTYN—On Nov. 8, at St. Thomas's Church, Portman-sq. John Williams, son of John Randall, Esq., of Upper Bedford-place, Russel-sq., and the Inner Temple, to Eliza Rebecca, daughter of Charles Thomas Martyn, Esq.

POWELL—McKENZIE—On Nov. 1, at St. George's, Hanover-sq., the Rev. William Powell, of Exeter College, Oxford, M.A., and of the Inner Temple, Barrister-at-Law, to Isabella Vandamme, daughter of George McKenzie, Esq., of Dingwall, Ross-shire, N.B.

WOOD—NORRISH—On Nov. 3, at Crediton, Devon, Mr. Phillip Wood, Solicitor, of 27A, Bucklersbury, to Ellen, youngest daughter of the late Mr. A. Norrrish, of Crediton.

DEATHS.

BANKS—On Nov. 10, George Banks, Esq., late one of her Majesty's Justices of the Peace for the county of Middlesex, aged 72.

BEAVER—On Nov. 9, Hugh Beaver, Esq., formerly of Glyn Garth, near Beaumaris, a Magistrate for Anglesea, and was High Sheriff of the county in 1837, in his 80th year.

FERGUSON—On Nov. 10, at 101, Lower Baggot-st, Dublin, Thomas Joseph Chaworth, only child of Chaworth J. Ferguson, Esq., Barrister-at-Law, aged four years and two months.

DOHERTY—On Oct. 31, at Stephen's-green, Dublin, Letitia, sister of the late Lord Chief Justice Doherty.

ELAM—On Nov. 7, aged 77, John Elam, Esq., J.P., Deputy Lieutenant for the West Riding.

MOORHEAD—On Nov, 6, at Annaghmakerg, county Monaghan, Susan wife of John Moorhead, Esq., J.P.

MURPHY—On Nov. 7, at the Hotel, Folkestone, Boulogne-sur-Mer, P. M. Murphy, Esq., Q.C., for upwatds of 27 years Chairman of Quarter Sessions, Cavan, Ireland.

ESTATE EXCHANGE REPORT.

LANDED ESTATES COURT.

(Before Judge LONGFIELD.)

COUNTY OF ARMAGH.

Estate of Ann Bell and others, Owners and Petitioners.

Lot 1—An undivided moiety of the lands of Stingan, held for 300 and 400 years, from 7th July, 1795, containing 396 statute acres; net yearly rental, £121 14s. Sold to Mr. Dobbin, at £3,000. 2—An undivided moiety of the lands of Drumilly, held for 300 and 400 years, from 4th July, 1795; net profit rent, £42. Purchased by Mr. Dobbin, at £1,000. 3—An undivided moiety of a lot of ground, situated in the town of Newry, held in fee, on which three houses have been built; net profit rent, £18 9s. Sold to Mr. Dobbin, at £440. Mr. J. M. Williamson, solicitor.

(Before the Hon. JUDGE HARGREAVE.)

COUNTY OF ARMAGH.

In re the Estate of Alexander Daniel Kelly, Owner and Petitioner.

Lot 1—Part of the lands of Drumnakelly, containing 68a. 2r. statute measure; lease in perpetuity, with net rental of £109 4s.; valuation by Brassington and Gale, £99 8s. Sold to Mr. William Kelly for £2,160. 2—Part of Ballyworkan and Drumnakelly, containing 220a. 2r.; held in perpetuity, with net rental of £62 16s.; valuation by Brassington and Gale, £276 10s. Sold to Mr. Kelly for £1,420. 3—Part of same lands, containing 138a. 3r. 17p., with profit rent of £159 10s.; valuation by Brassington and Gale, £192 5s. Sold to Mr. Kelly for £4,000. 4—Part of Ballyworkan, containing 79a., with net rental of £96 14s. 6d.; valuation by Brassington and Gale, £101 8s. Sold to Mr. Kelly for £2,200. 5—Part of the lands of Aghataraghar, containing 106a., with net rental of £117; valuation by Brassington and Gale, £130 6s. Sold to Mr. Guinness (in trust) for £2,290. Solicitors, Messrs. Leonard, Dobbin, and Co.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Nov 11, 1862.

Dewes, Wm, Wm Pettit Dewes, & Chas Saunders Dewes. Attorneys and Solicitors, Ashby-de-la-Zouch. By mutual consent. Nov 7.

Windings-up of Joint Stock Companies.

FRIDAY, Nov 7, 1862.

UNLIMITED IN CHANCERY.

Buller and Bartha Mine Co.—V. C. Wood will proceed, on Nov 24 at 12, to settle the list of contributories of this company.

Chatham Co-operative Industrial Society.—Petition for winding up, presented Nov 4, will be heard before V. C. Wood, Nov 22. Hughes & Co, St Swithin's-lane, Solicitors.

LIMITED IN BANKRUPTCY.

Anglo-French Agricultural Trading Company (Limited).—Com Fonblanque will, on Nov 20, settle the list of contributories.

TUESDAY, Nov. 11, 1862.

UNLIMITED IN CHANCERY.

Mixon Great Consols Copper Mining Company.—V. C Wood will, on Nov 20, at 12.30, appoint an official manager of this company, in the room of Thos Wm White.

LIMITED IN BANKRUPTCY.

Isle of Wight and Portsmouth Improved Steam Boat Co (Limited).—Order to wind up, Nov 1. Com Goulburn.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 7, 1862.

Bennett, Sam, Shiffnall, Salop, Gent. Dec 18. Phillips, Shiffnall.

Blyth, Jas. Richmond-hill, Gent. Dec 8. Mason & Co., Gresham-st.

Blyth, Maria, Nottingham-pl, Regent's-park, Widow. Dec 8. Mason & Co, Gresham-st.

Buckingham, Jas. Southelmham, Suffolk, Farmer. Jan 21. Freestone & Copeman, Norwich.

Coffin, Sir Edwd Pine, Bath, Knight. Feb 1. Hale, Bath.

Cross, Jno, Putney-vale, Gent. Jan 1. Jankinson, Clements-lane, Lombard-st.

Dick, Pownoll Rbt, Esq, H. M. S. Agamemnon. Jan 1. Farrer & Co, Lincoln's-inn-fields.

Fayers, Jno, Snettisham, Norfolk, Carpenter. Dec 15. Aldham & Son, King's-Lynn.

Harris, Claudius Rd Wm, Frith, Esq, Captain, Madras Cavalry. Dec 10. Farrar & Co, Lincoln's-inn.

Larkcom, Jos, Cholsey, Berks, Farmer. Dec 27. Hedges, Wallingford.

Matthewson, Mary, Durham, Widow. Nov 28. Bramwell, Durham.

Morgan, Very Rev Geo Canon, Newland, Glouc, D.D. Jan 15. Blount & Davis, Usk.

Murphy, Wm, Petty Officer on H. M. Ship Triton. May 1. Dewes & Sons, Ashby-de-la Zouch.

Peppercorn, Wm. Luton, Yeoman. Dec 21. Millman, Danes-inn, Strand.

Phillips, Chas Jno, Parker-st, Drury-lane, Midx, Gold Flatter. Jan 1, Bell, Bedford-row.

Pick, Wm, Mrkt Harbro, Tailor. Nov 22. Douglas, Mrkt Harbro.

Pierce, Mary, Southport, Widow. Dec 15. Boyle, Sun-ct, London.

Scott, Ann, Carlisle, Widow. Dec 20. Wright, Carlisle.

Stone, Jno, Enfield, Gent. Jan 1. Rumney, Enfield.

TUESDAY, Nov. 11, 1862.

Addey, Jas, Witter, Selby, Attorney's Clerk. Dec 8. Weddall & Parker, Selby

Barnett, Jno, Monmouth, Solicitor. Jan 1. Merriman, Mitre-ct, Temple.

Dawson, Wm, Whitby. Jan 31. Gray & Pannett, Whitby.

Edwards, Francis, Bristol, Corn Factor. Jan 11. Brittan & Son, Bristol.

Finch, Geo, Bulman's Village, Northumberland, Gent. Feb 1. Bell & Co, Bow-Church-yd.

Groat, Geo, Providence-ter, South Hackney, Gent. Dec 4. Lewis & Sons, 7 Wilmington-sq.

Higgins, Wm, Merriott, Somerset, Yeoman. Jan 12. Templeman, Crewkerne.

Hill, Jno, Old Cleeve, Somerset, Gent. Dec 24. Rowcliffe, Stogumber.

Norris, Jno, Courland-grove, Clapham, Gent. Jan 5. Stevenson, Gt Queen-st, Westminster.

Phillips, Ann Julia, Binfield-rd, Stockwell, Widow. Jan 1. Mason & Withall, Bedford-row.

Pocock, Walter, Booth's Distillery, Smithfield, Jan 1. Lott, Parliament-st.

Robinson, Thos, Dudley, Engineer. Dec 24. Freer & Perry, Stourbridge.

Sams, Jos, Thornbury, Gloucester, Banker. Dec 31. Davis & Fry, Bristol.

Tripp, Chas Upton, Bognor, Esq. Dec 31. Daintrey, Petworth.

Wootton, Luke, 42 Old-st, Midx, Watchmaker. Dec 4. Lewis & Sons, Wilmington-sq.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 7, 1862.

Irons, Lucy, Camberwell, Widow. Dec 4. Burr v. Deane, M.R.

Irons, Joseph, Camberwell, Gent. Dec 4. Burr v. Deane, M.R.

Leese, Matthew, Newcastle-under-Lyme, Gent. Dec 16. Leese v. Knight, V. C. Kindersley.

Liebenrood, Geo Chrisr, Leamington Priors, Gent. Dec 4. Carter v. Liebenrood, M.R.

Leng, Joseph, Newton, Manch, Gent. Dec 11. Hutchinson v. Taylor, V. C. Stuart.

Roberts, Wm, Demerara, and Lpool, Chemist. Feb 2. Roberts v. Segar, V. C. Stuart.

Williams, Wm Parry, Caerhowel, Montgomery. Dec 10. Williams v. Williams, V. C. Stuart.

TUESDAY, Nov. 11, 1862.

Bowler, John, Witley, Surrey, Bricklayer. Dec 10. Bowler v. Bowler, M.R.

Brown, John Hall, Blackfriars-rd, Surrey, Saddler. Nov 29. Brown v. Swatridge, V. C. Wood.

Burtt, John, Birm, Gent. Dec 5. Eborall v. Forrest, V. C. Stuart.

Campbell, Eliz, 64 London-rd, Southwark, Spinster. Dec 18. Davidson v. Davidson, V. C. Kindersley.

Ibbetson, Sir Charles Henry, Bart, Denton, York. Dec 10. Lovegrove v. Ibbetson, V. C. Stuart.

Nottage, Susanna, Harlow, Essex, Widow. Nov 20. Nottage v. Martin, V. C. W.

Pollard, Rchd, Hawkenbury, Kent, Wheelwright. Dec 1. Blount v. Barnett, M. R.

Reed, Jos, Dover, Hardwareman. Dec 8. Smith v. Tucker, M. R.

Sheldon, Solomon, Tavistock-sq, Middlesex. Dec 1. Sheldon v. Whiteway, M. R.

Wray, Mary, Downes Wharf, Middlesex, Wharfinger. Dec 4. Brown v. Wray, M. R.

Winkworth, Wm, Rystead, Surrey, Gent. Dec 7. Drury v. Marshall, M. R.

Assignments for Benefit of Creditors.

FRIDAY, Nov. 7, 1862.

Hastie, Jno, Doncaster, Cheesemonger. Nov 3. Fisher, Doncaster.
Watson, Jno, Boston, Lincoln, Farmer. Oct 18. Thompson & Phillips, Stamford.

TUESDAY, Nov. 11, 1862.

Townend, John, Doncaster, Potato Dealer. Oct 22. Palmer, Doncaster

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 7, 1862.

Brown, Geo J, Hartlepool, Rope Maker. Oct 9. Assnmnt. Reg Nov 6.
Cheverton, Wm, and Chas Brading, Newport, I of W, Coach Builders. Oct 8. Assnmnt. Reg Nov 5.
Clegg, Jno, Oldham, Ironmonger. Oct 29. Assnmnt. Reg Nov 4.
Coates, Jas, Bridlington, Innkeeper. Oct 23. Assnmnt. Reg Nov 5.
Crofts, Chas, Leicester, Victualler. Oct 15. Assnmnt. Reg Nov 4.
Davis, Hen Hart, Oakley-sq, Chelsea. Oct 9. Assnmnt. Reg Nov 5.
Dixon, Ebenezer, Belvidere-rd, Surrey, Coal Merchant. Oct 9. Assnmnt. Reg Nov 6.
Foot, Hen, Long Burton, Dorset, Yeoman. Oct 31. Conv. Reg Nov 6.
Gardner, Saml, Bolton-le-Moors, Stationer. Oct 10. Assnmnt. Reg Nov 5.
Goss, Wm Hen, Stoke-upon-Trent, Parian Manufacturer. Sept 29. Assnmnt. Reg Nov 6.
Gough, E, jun, Secnd. Wilts, Farmer. Oct 15. Assnmnt. Reg Nov 5.
Knee, Chas, Melksham, Wheelwright. Oct 10. Conv. Reg Nov 5.
Knowles, Wm, Swansea, China Dealer. Oct 9. Assnmnt. Reg Nov 6.
Hartley, Thos Simpson, Southport, Bazaar Keeper. Oct 8. Assnmnt. Reg Nov 4.
Haythorne, Wm, Plymouth, Baker. Oct 20. Assnmnt. Reg Nov 6.
Hellliwell, Jas, Halifax, Shopkeeper. Oct 9. Conv. Reg Nov 6.
Hudson, Jos, & Wm Hudson, Rawden, York, Cloth Manufacturers. Oct 8 Assignment. Reg Nov 4.
M'Arthur, Jas, Oldham, Draper. Oct 20. Assnmnt. Reg Nov 6.
Quickfall, Saml Thos. and Jno Balfour, Newcastle-upon-Tyne, Cheesemongers. Oct 9. Assnmnt. Reg Nov 6.
Ramsbottom, Hen, Shuttleworth, Bury, Cotton Manufacturer. Oct 9. Conveyance. Reg Nov 6.
Salisbury, Wm. Newbury, Builder. Oct 29. Assnmnt. Reg Nov 3.
Seddon, Thos, Lpool, Boot Maker. Oct 11. Assnmnt. Reg Nov 5.
Sumner, Thos Butler Forshaw, Manch, Traveller. Oct 13. Conv. Reg Nov 7.
Taylor, H J, Exeter, Leather Cutter. Oct 8. Assnmnt. Reg Nov 5.
Taylor, Saml, Ashton-under-Lyne, Draper. Oct 10. Assnmnt. Reg Nov 5.
Taylor, Peter, Ailostock, Chester, Farmer. Oct 8. Conv. Reg Nov 4.
Terry, Stephen, Lydd, Kent, Farmer. Oct 9. Assumnt. Reg Nov 6.
Whitmore, Thos, Bremsyard Hall, Suffolk. Oct 7. Assnmnt. Reg Nov 4.

TUESDAY, Nov. 11, 1862.

Adams, Thos, Overseal, Leicester, Farmer. Oct 14. Assnmnt. Reg Nov 8.
Attwood, Wm, Enfield, Midx, Grocer. Nov 6. Assnmnt. Reg Nov 10.
Barker, Jos, Dresden, Stafford, Traveller. Oct 13. Conv. Reg Nov 10.
Bonner, Thos, Bristol, Draper. Oct 13. Comp. Reg Nov 7.
Elliott, Chas, Kippax, York, General Dealer. Oct 17. Conv. Reg Nov 8.
Evans, David Isaac, Dowlais, Merthyr Tydfil, Chandler. Nov 1. Assnmnt. Reg Nov 8.
Greenwood, Sam, Crackenedge, Dewsbury, Manufacturer. Oct 22. Assumnt. Reg Nov 10.
Harrison, Jno, Birm, Auctioneer. Oct 15. Assnmnt. Reg Nov 5.
Hayes, Wm Ivory, Cheapside, London, Comm Agent. Oct 31. Assnmnt. Reg Nov 7.
Hicks, Thos Baker, Bristol, Commercial Traveller. Oct 15. Conv. Reg Nov 11.
Hiscock, Jno Hen, West Malling, Shopkeeper. Oct 15. Assnmnt. Reg Nov 7.
Holmes, Jno, Lpool, Ship Store Dealer. Oct 22. Assnmnt. Reg Nov 8.
Hunstone, Jno, Manch, Smallware Manufacturer. Oct 14. Assnmnt. Reg Nov 7.
Kershaw, Jno, Tredegar, Draper. Oct 14. Assnmnt. Reg Nov 10.
Keys, Ann Blake, Hythe, Kent, Spinster. Oct 31. Assnmnt. Reg Nov 7.
Lawson, F, Horncastle, Boot Maker. Oct 14. Assnmnt. Reg Nov 10.
Leech, Adam Scholes, Manch, Merchant. Oct 15. Assnmnt. Reg Nov 7.
Lindley, Wm Bosworth, Manch, Paper Hanger. Oct 14. Assnmnt. Reg Nov 7.
Roberts, Jno, jun. Manch, Organ Builder. Nov 3. Assnmnt. Reg Nov 8.
Snowden, Saml, and Robins Christopher Roberts, Lincoln, Drapers. Oct 13. Assnmnt. Reg Nov 10.
Stott, Thos, and Thos Morriss Coulthard, Manufacturers. Oct 20. Assnmnt Reg Nov 8.
Thomas, Thos Stephen, Abercannaid, near Merthyr Tydfil, Draper. Oct 20. Assnmnt. Reg Nov 8.
Unthank, Jno, Wakefield, Chemist. Oct 16. Assnmnt. Reg Nov 7.
Wells, Jno, Shef, Druggist. Oct 20. Conv. Reg Nov 8.
Whele, Edwin, Birm, Grocer. Oct 13. Assnmnt. Reg Nov 10.
Williams, Margaret, Lpool, Milliner. Oct 22. Comp. Reg Nov 10.

Bankrupts.

FRIDAY, Oct. 31, 1862.

To Surrender in London.

Bayne, Jas, Mark-lane, Merchant Pet Nov 3. Nov 18 at 12. Lawrance & Co, Old Jewry-chambers.
Billing, Thos Hedges, Cove, Farnham, Coal Dealer. Pet Nov 3. Nov 25. at 10. Marshall & Sons, Hatton-garden.
Brown, Thos, Monte Video-pl, Kentish-town, Painter. Pet Nov 4. Nov 18 at 2. Allen, Chancery-lane.
Bryan, Saml, Northampton, Shoe Manufacturer. Pet Nov 3. Nov 20 at 11. Van Sandau & Cumming, Cheapside, and Ennis, Northampton.
Canneaux, Claude, & Felix Barnaby Canneaux, Catherine-ct, Tower-hill Wine Merchant. Pet Nov 5. Nov 25 at 2.30. Abrahams, Gresham-st.
Cattlin, Arthur, Ely-pl, Holborn, Cap Manufacturer. Pet Nov 4. Nov 20 at 11.30. Buchanan, Basinghall-st.
Collis, Saml, Park-rd, Clapham, House Decorator. Pet Nov 4. Nov 20 at 11.30. Bickley, King William-st.
Cordrey, Jas, jun, Grange-rd, Bermondsey, Fellmonger. Pet Nov 3. Nov 20 at 11. Ingle, King William-st.
Cull, James, Montague-pl, Old Kent-rd, out of business. Pet Nov 3. Nov 20 at 11. Wells, Moorgate-st.
Denton, Jno, Saxon-rd, Bow, Manure Merchant. Pet Nov 6 (for pau) Dec 2 at 2. Aldridge.
Donno, Chas, Chapel-pl, Lpool-rd, Midx. Pet Nov 4. Nov 25 at 2. Heathfield, Lincoln's-inn-fields.
Frasi, Hen Geo, Woodbridge-st, Clerkenwell, Machinist. Pet Nov 4. Nov 20 at 11.30. Holt, Quality-ct.
Foster, Jas, Prospect-pl, Epping, Carpenter. Pet Nov 5. Nov 20 at 12, Marshall & Son, Hatton-garden.
Frost, Robt, sen. Gloucester-mews, Albany-st. Pet Nov 3 (for pau). Nov 20 at 11. Aldridge.
Grimes, Robt Green, Clarkson-st, Bethnal-green, Victualler. Pet Nov 3. Nov 25 at 10. Pawle, New Inn, Strand.
Hammond, Wm, Cranbrook, Farmer. Pet Nov 6. Nov 25 at 2.30 Doyle, Verulam-bldgs, and Morgan, Maidstone.
Hiscock, Edw Wm, Southampton. Pet Oct 25. Nov 25 at 3.30. Westall, Gray's-inn-sq.
Hoare, Edw, Upper Seymour-st, Euston-sq, Grocer. Pet Nov 1. Nov 25 at 12. Holt, Quality-ct.
Houlston, Robt, Church-st, Lambeth, Milliner. Pet Nov 4. Nov 25 at 1.30. Hill, Basinghall-st.
Jones, Robert, King-st, Regent-st, Builder. Pet Nov 4. Nov 18 at 3. Lewis & Lewis, Ely-pl.
Kendall, Charlotte Rebecca, Widow, Long-alley, Finsbury, no business. Pet Nov 15 (for pau). Nov 20 at 11.30. Aldridge.
Kent, Madeleine, Regent-st, Spinster. Pet Nov 1. Nov 18 at 2. Kent, Cannon-st West.
Lakin, Jos, Edgware-rd, Draper. Pet Nov 3. Nov 18 at 2. Neal, Pinners'-hall.
Lovejoy, Jas, Albert-ter, London-rd, Surrey, Builder. Pet Nov 3. Nov 25 at 1. Bickley, King William-st,
Mitchell, Wm Jas, Bow-lane, London, Inspector of City Police. Pet Oct 31. Nov 25 at 1. Branwell, Southampton-bldgs.
Morehouse, Wm Jos, 401 Strand, out of business. Pet Nov 3 (for pau). Nov 18 at 12. Aldridge.
Priestman, Wm Jno, Titchfield-pl, Clapham, Chemist. Pet Nov 4. Nov 25 at 12. Weymouth, Clifford's-inn.
Pye, Wm, Portland-pl, Hammersmith-rd, out of business. Pet Nov 1. Nov 18 at 3. Drew, Basinghall-st.
Robson, Fairfax, Water-lane, London, Ship Broker. Pet Nov 4 (for pau). Nov 25 at 2. Aldridge.
Shorter, Hen, Bray's-bldgs, Islington, Draper. Pet Nov 4. Nov 25 at 2. Loxley & Morely, Cheapside.
Stockley, Geo, Carlton-st, Kentish Town, Stonemason. Pet Nov 3 (for pau). Nov 25 at 12.30. Aldridge.
Thompson, Jos Rose, Grafton-rd, Kentish Town, Railway Clerk. Pet Nov 4. Nov 20 at 11 30. Wells, Moorgate-st.
Tolfree, Jno Thos, Holywell-st, Westminster, Cook. Pet Nov 3. Nov 25 at 11. Cooper, Lincoln's-inn-fields.
Wells, Jno Jas, Queen-sq, Bloomsbury, out of business. Pet Nov 5. Nov 25 at 2.30. Levy, Surry-st, Strand.
Windus, Arthur Edw, Walcot-pl, Hackney, out of employment. Pet Nov 3. Nov 25 at 11. Bennett & Paul, Sise-lane.

To Surrender in the Country.

Adams, Fanny, Penkhull, Stafford, Spinster. Pet Nov 5. Birm, Nov 20 at 12. James & Knight, Birm.
Andrew, Abel, and Jno Parkin, Shef, Iron Manufacturers. Pet Oct 25. Leeds, Nov 22 at 10. Unwin, Shef.
Armstrong, Geo, Kirklinton, Cumberland, Farmer. Pet Oct 29. Carlisle, Nov 20 at 11. Wannop, Carlisle.
Austin, John, jun, Long Eaton, Derby, Coal Dealer. Pet Nov 1. Derby, Nov 25 at 12. Flewker, Derby.
Bacon, Wm, Hallfield, Bradfield, Farmer. Pet Nov 1. Sheffield, Nov 17 at 10. Fernell, Sheffield.
Baker, Hen Edw, Kidderminster, Farmer. Pet Nov 4. Birm, Nov 21 at 12. Backhouse, Bridgnorth, and Hodgson & Allen, Birm.
Behenna, Josh, Towednack, Cornwall, Innkeeper. Pet Nov 3. Penzance, Nov 15 at 3. Millet, Penzance.
Beman, Rchd, sen, Bridgnorth, Boot Maker. Pet Nov 3. Birm, Nov 17 at 12. Hardwick, Bridgnorth, and Wright, Birm.
Birchall, Mary, Widnes Dock, Lancaster, Chemist. Pet Nov 5. St Helen's, Nov 21 at 11. Beasley, St Helen's.
Bird, Alex Ferguson, Lpool, Commission Agent. Pet Nov 4. Lpool, Nov 19 at 11. Ewar, Lpool.
Blunt, Jno Hen, Dudley, Schoolmaster. Pet Nov 4. Dudley, Nov 20 at 11. Parry, Birm.
Bunnett, Simon Jno, Holt, Norfolk, Plumber, &c. Pet Nov 3. Holt, Nov 18 at 11. Sadd, Norwich.
Cant, Jas, Mistley, Essex, Baker. Pet Oct 22. Harwich, Nov 18 at 1. Jones, Colch.
Calrin, Thos, Radford, Notts, Lace Maker. Pet Nov 4. Nottingham, Nov 19 at 10. Smith, Nottingham.
Crossley, Jos, Blackburn, out of business. Pet Nov 5. Manch, Nov 18 at 12. Ambler, Manch.
Davies, Wm, Bedminster, Bristol, Boot Maker. Pet Nov 3. Bristol, Nov 20 at 11. Trennery, Bristol.
Dobell, Thos, Witton, and Northwich, Chester, Provision Dealer. Pet Nov 4. Lpool, Nov 19 at 12. Dunstan, Northwich.
Elsey, Chas, Gt Yarmouth, Grocer. Pet Nov 5. Gt Yarmouth, Nov 19 at 1. Diver, Gt Yarmouth.
Ford, Edwin, Aston, Birm, Tool Maker. Pet Nov 5. Birm, Dec 8 at 10. Eglington, Birm.
Gardner, Thos Hardyman, Handsworth, Jeweller. Pet Nov 5. Birm, Nov 24 at 12. Green, Birm.
Gregson, Jas, Halifax, Photographer. Pet Nov 5. Halifax, Nov 21 at 10. Holroyde, Halifax.
Green, Jas, Birm, Glass Maker. Pet Nov 4. Birm, Nov 21 at 12. Parry, Birm.
Griffin, Edmund, Bishop Itchington, Warwick, Victualler. Pet Nov 4. Southam, Nov 22 at 10. Griffin, Leamtn.
Hall, Thos, Sedgley, Stafford, Miner. Pet Nov 3. Dudley, Nov 20 at 11. Corles, Worcester.
Harris, Wm, Birm, Wire Drawer. Pet Nov 5. Birm, Dec 8 at 10. East, Birm.

Holt, Jno, Manch, Victualler. Pet Nov 4. Manch, Nov 25 at 11. Swan, Manch.
Holdsworth, Wm, Aston, Silver Roller. Pet Oct 30. Shef, Nov 17 at 10. Smith & Burdekin, Shef.
Ritson, Jno, Carlisle, Confectioner. Pet Oct 29. Carlisle, Nov 20 at 11. Donald, Carlisle.
Lawton, Jno, Bolton, Rope Maker. Pet Nov 3. Bolton, Nov 19 at 10. Richardson, Bolton.
M'Meikan, Rbt, St Austell, Cornwall, Tea Dealer. Pet Nov 3. St Austell, Nov 21 at 11. Meredith, St Austell.
Miller, Jno Geo Manfield, Oxford, Jeweller. Pet Nov 3. Oxford, Nov 20 at 10. Thompson, Oxford.
Moore, Wm Grant, Manch, Wine Merchant. Pet Nov 5. Manch, Nov 24 at 12. Richardson, Manch.
Newsholme, Geo, Giggleswick, York, Farmer. Pet Nov 3. Settle, Nov 20 at 10. Buck, Settle.
Pace, Rchd, Keynsham, Solicitor. Pet Nov 4. Bristol, Nov 21 at 11. Wintle, Bristol.
Pepper, Josh, Birm, News Agent. Pet Nov 5. Birm, Dec 8 at 10. Powell & Son, Birm.
Pickup, Francis, Scarboro', Tobacconist. Pet Nov 4. Leeds, Nov 24 at 11. Collinson, Scarboro'; Bond & Barwick, Leeds.
Reardon, Patrick, Lpool, Fish Salesman. Pet Nov 3. Lpool, Nov 18 at at 11. Hughes, Lpool.
Rivers, Jas, Chorley, Chester, Saddler. Pet Oct 27. Manch, Nov 25 at 12. Heywood, Manch.
Ruddock, Thos, Staindrop, Durham, Breeder of Race Horses. Pet Nov 1. Newcastle-upon-Tyne, Nov 19 at 12. Brignall, Durham.
Saxton, Thos, Cropwell Butler, (not Crosswell Butler) as advertized in Gazette of Oct 31, Notts.
Sheriff, Hen Tunstall, Gainsboro', Stationer. Pet Nov 3. Gainsboro, Nov 20 at 11, Bladon, Gainsboro'.
Skidmore, Josh, Annable, Wakefield, Comm Agent. Pet Nov 3. Leeds, Nov 20 at 11. Carias & Tempest, Leeds.
Smith, Jno, Huddersfield, Beer Retailer. Pet Oct 29. Huddersfield, Nov 20 at 10. Leadbetter, Huddersfield.
Smith, Thos, Otley, York, Cordwainer. Pet Nov 3. Otley, Nov 24 at 1. Siddall, Otley.
Starling, Jno, South Town, Suffolk, Beer Seller. Pet Nov 3. Gt Yarmouth, Nov 19 at 12. Cufaude, Gt Yarmouth.
Stevenborough, David Louis, Swansea, Herbalist. Pet Nov 4. Bris, Nov 21 at 11. Waldron, Cardiff; Bevan & Co, Bris.
Stirling, Wm, Cockermouth, Innkeeper. Pet Nov 5. Newcastle-upon-Tyne, Nov 25 at 12. Walker & Ramsay, Cockermouth; Hodge & Harle, Newcastle-upon-Tyne.
Storer, Geo, jun, Coventry, Builder. Pet Nov 3. Birm, Nov 21 at 12. Hodgson & Allen, Birm.
Stroud, Jas, jun. Wootten, Oxford, Saddler. Pet Nov 3. Woodstock, Nov 24 at 12. Kilby, Banbury.
Sutton, Thos, Walsall, no business. Pet. Whampton, Nov 17 at 12. Brevitt, Darlaston.
Tangye, Jno, Camborne, Cornwall, Innkeeper. [Pet Nov 3. Redruth, Nov 19 at 11. Stephenson.
Towndrow, Benj, Sutton, Chester, Accountant. Pet Nov 5. Lpool, Nov 20 at 11. Blackhurst, Lpool.
Trout, Francis, Topsham, Devon, Fisherman. Oct 17. Exeter, Nov 19 at 11. Flood, Exeter.
Wareham, Horatio, Stoke-upon-Trent, Victualler. Pet Nov 5. Stoke-upon Trent, Nov 20 at 11. Parry, Birm.
Warren, Jno, Sheffield, Grocer. Pet Nov 5. Shef, Nov 19 at 3. Binney, Sheffield.
Watts, Wm, Stafford, Builder. Pet Nov 4. Birm, Nov 24 at 12. Greatrex, Eccleshall; James & Knight, Birm.
Wheeldon, Jno, Halifax, Linen Draper. Pet Nov 4. Halifax, Nov 21 at 10. Ingram & Baines, Halifax.

TUESDAY, Nov 11, 1862.

To Surrender in London.

Allen, Geo Isaac, Tower-st, Upper St Martin's-lane, Undertaker. Pet Nov 7. Nov 25 at 3. Pittman, Upper Stamford-st.
Burling, Jno, Great Wilbraham, Cambridge, Butcher. Pet Nov 7. Nov 25 at 12.30. Silvester, Great Dover-st.
Davies, Francis Maurice Drummond, Pump-ct, Temple, Barrister-at-Law. Pet Nov 7. Dec 9 at 10. Lewis & Lewis, Ely-pl, London.
Fernee, Wm, Cottenham-rd, Holloway, Journeyman Goldsmith. Pet Nov 4. Nov 25 at 12. Cotton, Doctors' Commons.
Hare, Rchd, Park-rd, Clapham, Nurseryman. Pet Nov 7. Nov 25 at 12.30. Bickley, King William-st.
Hill, Jno Lee, Shooter's-hill, Stock Jobber. Pet Nov 7. Nov 25 at 12. Webb, Austinfriars.
Hurling, Barzillai Aug, Stowmarket, Surgeon. Pet Nov 7. Nov 25 at 12. Chilton & Co, Chancery-lane. and Gudgeon & Son, Stowmarket.
Lock, Dav, High-st, Bow, Coachmaker. Pet Nov 10. Nov 25 at 12.30. Dubois, Coleman-st.
Long, Fredk, Jermyn-st, Midx, Brush Seller. Pet Nov 7. Dec 2 at 10. Olive, Portsmouth-st, Lincoln's-inn-fields.
Mace, Daniel, Dartford, Fruiterer. Pet Nov 6. Dec 2 at 11. Wright, Chancery-lane.
Mackeicken, Lear, Calvert-st, Midx, Lighterman. Pet Nov 3. Nov 25 at 12. Clare, Size-lane.
Martyn, Hen, Greenwich, Provision Merchant. Pet Nov 5. Dec 2 at 10, Drew, New Basinghall-st.
North, Jos, 53 Addison-rd North, Notting-hill, Cheesemonger. Pet Nov 7. Dec 2 at 10. Parsons, Basinghall-st.
Palmer, Jos, Eltham-pl, Dover-rd, Beerseller. Pet Nov 7. Nov 25 at 12.30. Bickley, King William-st.
Poole, Thos Saml, 4 Green-st, Bethnal-green, and Billingsgate, Fishmonger. Pet Nov 6. Nov 25 at 12. Hall, Coleman-st.
Pritchard, Chas Hen, Milton-ter, Wandsworth-rd, Plumber, &c. Pet Nov 6. Nov 25 at 1. Aldridge.
Ramsden, Reynolds, Lime-st, London, Drysalter. Pet Nov 10. Nov 25 at 1. Hawley, Coleman-st.
Ryland, Rchd Hen, Sarbiton, Surrey, Clerk. Pet Nov 5. Nov 25 at 1. Price, Sergeant's-inn, Fleet-st.
Sergeant, Wm Saml, Kings-rd, Camden Town, Carpenter. Pet Nov 10 (for pau). Dec 2 at 10. Aldridge.
Scrivener, Jno Ipawich, Confectioner. Pet Nov 7. Nov 25 at 2. Stevens & Satchell, Queen's-st, and Moore, Ipswich.
Segers, Johannes Fidelius Edwardus, heretofore of Andrew's rd, Southwark, Merchant. Pet Nov 10 (for pau). Dec 2 at 10. Aldridge.
Spooner, Hen Rchd, High-st, Poplar, Manager to a Pawnbroker. Pet Nov 5. Nov 25 at 11. Buchanan, Basinghall-st.
Tomlinson, Edw, Southampton-st, Camberwell, and Wm Edw Bunting, Church-st, Islington, Printers. Pet Nov 7. Nov 25 at 12. Boydell, Queen's-sq, Bloomsbury.
Whitefoord, Hen Terry, Kingston-on-Thames, out of business. Pet Nov 8. Dec 2 at 11. Drake, Gresham-st.
Wilford, Chas, Reigate, Naturalist. Pet Nov 5 (for pau.) Nov 25 at 1. Aldridge.
Williams, Hen, Doddington-grove, Surrey, Umbrella Maker. Pet Nov 6. Nov 25 at 2. Todd, Newgate-st.
Wright, Rhd, Park-pl, Kennington, Coach Painter. Pet Nov 4. Dec 2 at 11. Ody & Paddison, New Boswell-ct.

To Surrender in the Country.

Barnes, Sarah, Sheffield, Brush Maker. Pet Nov 7. Sheffield, Dec 1 at 10. Fernell, Sheffield.
Basford, Rbt, Birm, Button Maker. Pet Nov 6. Birm, Dec 8 at 10. Parry, Birm.
Burnard, Sarah, Stoke, Devon, Schoolmistress. Pet Nov 5. East Stonehouse, Nov 26 at 11. Carter, Torquay.
Carter, Thos, sen, Birm, Grocer. Pet Nov 7. Birm, Dec 8 at 10. Suckling, Birm.
Cayless, Chas, Leicester, Lime Burner. Pet Nov 6. Nott, Nov 25 at 11. Miles & Co. Leicester.
Constant, Thos, Luton, Gardener. Pet Oct 28. Luton, Nov 22 at 12. Scargill, Luton.
Cooper, Jno, Torquay, Painter. Pet Nov 6. Newton-Abbot, Nov 25 at 11. Baker, Newton Bushel.
Dines, Jos, Rowell, Northampton, Plumber, &c. Pet Nov 5. Kettering, Nov 21 at 12. Rawlins, Market Harborough.
Dixon, Robert, Preston, Boot Maker. Pet Nov 5. Preston, Nov 29 at 10. Lodge & Harris, Preston.
Drury, Jno, Birkenhead, Accountant. Pet Nov 6. Birkenhead, Nov 24 at 10. Rymer, Liverpool.
Dudson, Job, Shef, Stone Mason. Pet Nov 8. Shef, Nov 26 at 3. Mason, Shef.
Fisher, Geo, Stowmarket, Jobber. Pet Nov 4. Stowmarket, Nov 20 at 2. Fuller, Stowmarket.
Ford, Edwin, Birm, Edge Tool Maker. Pet Nov 5. Birm, Dec 8 at 10. Eglinton, Birm.
Gibbs, Gabriel Tuck, Westerleigh, Glo'ster, Victualler. Pet Nov 8. Bristol, Nov 21 at 11. Bush & Ray, Bristol.
Gregory, Benj, Wolverhampton, Brickmaker. Pet Nov 7. Birm, Nov 24 at 12. Underhill, Wolverhampton, and James & Knight, Birm.
Hawken, Hy, Broadoak, Cornwall, Farmer. Pet Nov 10. Exeter, Nov 26 at 12. Edmonds & Sons, Plymouth, and Hirtzell, Exeter.
Hickson, Wm, Congleton, Shopkeeper. Pet Nov 8. Congleton, Nov 22 at 10. Washington, Congleton.
Hughes, John, Bridgnorth, Boot Maker. Pet Nov 6. Bridgnorth, Nov 21 at 12. Balle, Bridgnorth.
Inman, John, jun, Royton, Lancaster, out of business. Pet Nov 7. Bury, Dec 4 at 11. Bent, Manchester.
Johns, Wm Hen, Torquay, Carpenter. Pet Nov 7. Newton-Abbot, Nov 21 at 11. Michelmore.
Jones, William, Manchester, Grocer. Pet Nov 6. Manchester, Nov 24 at 9.30. Foulkes, Manchester.
Jones, Wm, Carmarthen, Carpenter. Pet Nov 8. Carmarthen, Nov 22 at 10. Jeffries, Carmarthen.
Mickman, Jas Turner, Seaham Harbour, Bootmaker. Pet Nov 5. Seaham Harbour, Nov 26 at 11. M'Rae, Sunderland.
Milson, Jno, Marcham-le-Fen, Lincoln, Shoemaker. Pet Nov 3. Horncastle, Nov 19 at 11. Adcock, Horncastle.
Mogridge, Rchd, Swansea, Baker. Pet Nov 6. Swansea, Dec 4 at 11. Morris, Swansea.
Peers, Joseph, Leftwich, Chester, Bootmaker. Pet Nov 5. Northwich, Nov 26 at 2. Dunstan, Northwich.
Redman, Wm, Whitby, York. Pet Nov 10. Leeds, Nov 27 at 11. Bond & Barwick, Leeds.
Rheam, Charles, Kingston-upon-Hull, Draper. Pet Nov 5. Leeds, Nov 26 at 12. Summers, Hull.
Ritson, Jonathan, sen, Cockermouth, Joiner. Pet Nov 5. Cockermouth, Nov 24 at 3. Ramsay, Cockermouth.
Rossiter, Daniel, South Leverton, Nottingham, Surgeon. Pet Nov 7. Sheffield, Nov 29 at 10. Mee & Co, East Retford, and Unwin, Sheffield.
Shaw, Thomas, Kingston-upon-Hull, Confectioner. Pet Nov 7. Kingston-upon-Hull, Nov 22 at 12. Eaton & Bellby, Hull.
Sherwood, Edwin, Birmingham, Pattern Card Maker. Pet Nov 6. Birmingham, Dec 8 at 10. East, Birmingham.
Shubotham, John, & James Brabin, Newcastle-under-Lyme, Wine Merchants. Pet Nov 12. Birmingham, Nov 27 at 11. Knight & Udall, Newcastle-under-Lyme, and James & Knight, Birmingham.
Sowry, Jno, Armley, near Leeds, Commission Agent. Pet Nov 5. Leeds, Nov 25 at 1. Harle, Leeds.
Stafford, Jno, Newcastle-upon-Tyne, Grocer. Pet Nov 8. Newcastle-upon-Tyne, Nov 28 at 12. Joel, Newcastle-upon-Tyne.
Terry, Harvey, Ossett, York, Farm Labourer. Pet Nov 7. Dewsbury, Dec 19 at 11. Walker, Dewsbury.
Tomlinson, Jno, Over, Chester, Salt Maker. Pet Nov 5. Northwich Nov 26 at 2. Cooke, Over.
Town, Saml, Bradford, Boot Maker. Pet Nov 7. Bradford, Dec 9 at 10.30. Cater, Bradford.
Trehearn, Jas, Droitwich, Grocer. Pet Nov 6. Birmingham, Nov 24 at 12. Tombs, Droitwich, and James & Knight, Birm.
Wadham, Jas, High Ackworth, York, Boot Maker. Pet Nov 10. Leeds, Nov 27 at 11. Markland, Leeds.
Wheatley, Jno, Shef, Brewer. Pet Nov 8. Shef, Nov 29 at 10. Smith & Burdekin, Shef.
Williams, Robt, Birkenhead, Builder. Pet Nov 8. Lpool, Nov 24 at 11. Littledale & Co., Lpool.
Williams, James, Lechlade, Glo'ster, Innkeeper. Pet Nov 4. Faringdon, Nov 25 at 11. Jotcham, Wantage.
Wilson, Wm, Cleckheaton, York, Flannel Manufacturer. Pet Oct 30. Leeds, Nov 24 at 11. Carias & Tempest, Leeds.
Young, Jas, Piddletrenthide, Dorset, Farmer. Pet Nov 4. Exeter, Nov 26 at 11. Rawlins, Wimborne, and Turrell, Exeter.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 7, 1862.

Blakeney, Wm Purdon, Birkenhead, Surgeon. Nov 3.
Ibbetson, Thomas, jun, Sheffield, Corn Merchant. Nov 1.

BANKRUPTCIES IN IRELAND.

Armstrong, Jno Blair, & Andrew Pattison Armstrong, Wellington-quay, Dublin, Haberdashers. To surrender Nov 18 and Dec 2.
Dornan, Constantine, Coleraine, Builder. To surrender on Nov 18 and Dec 9.
Logan, Michael, Wexford-st, Dublin, Ironmonger. To surrender Nov 21 and Dec 5.
Telford, Richardson, Abbey-st, Dublin, Tea Merchant. To surrender Nov 25 and Dec 12.